Date: 4.12.2015

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs:

APPLICATION FOR PERMIT FOR THE ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED

We, Asia Brewery, Inc. (**"ABI"**), through Asia Pacific Beverages Pte. Ltd. (**"APB"**), and Aung Maw Thein (collectively the **"Parties"**) intend to establish a joint venture entity, the **Asia Pacific Beverages Myanmar Company Limited** (the **"Company"**), for the purpose of engaging in the manufacture, marketing, sales and distribution of non-alcoholic ready-to-drink and powdered mix beverage products in Myanmar.

Backed by ABI's extensive experience and expertise in product development, manufacturing and marketing, the Company will launch affordable non-alcoholic ready-to-drink and powdered mix beverage products that are of uncompromising quality to the general public in Myanmar. Through the Company, ABI intends to make an investment of US$9,000,000 while Aung Maw Thein will make an investment of US$1,000,000. The proposed investment is expected to spur business activity in Myanmar and, consequently, boost development of infrastructure, increase local employment and national income. The improved commercial environment in Myanmar will entice international suppliers and service providers in our industry to establish a presence in Myanmar.

We submit herewith the following documents in connection with our application for a Permit for establishing the **Asia Pacific Beverages Myanmar Company Limited** under Section 10 of the Union of Myanmar Foreign Investment Law (2012) and Section 6 to Section 13 of the Procedures Relating to the Union of Myanmar Foreign Investment Law (2012), for your consideration:

No.	Documents	Annex
1.	Duly completed Form 1	A
2.	Copies of the passports of Ho Chung Yin Alan and Enrique Santos Martinez as Promoters	B-1
3.	APB Board Resolution	B-2
4.	Letter Explanation on the absence of audited accounts for APB and Audited Financial Statement of ABI, shareholder of APB	C-1
5.	Investment structure of the proposed investment	C-2
6.	Business profiles of APB, ABI and Aung Maw Thein	C-3
7.	Bank Statements of APB and Aung Maw Thein as shareholders of the Company. Bank Statement from ABI in support of APB's investment.	C-4
8.	Certificate of Registration of APB	D-1
9.	Memorandum & Articles of Association of APB	D-2

10.	Details of the Joint Venture - Shareholding ratio of the capital of the Company and particulars of the Directors thereof	E
11.	Memorandum & Articles of Association of the Company	F
12.	Proposed schedule for capital to be brought into Myanmar	G
13.	List of raw materials and other materials required annually for production and/or for Services for a period of 15 years	H
14.	Draft Joint Venture Agreement	I-1
15.	Draft Land Lease Agreement	I-2
16.	Existing Factory Layout Plan	I-3
17.	Proposed Factory Layout Plan	I-4
18.	List of products to be produced	J-1
19.	Production process Plan	J-2
20.	Fuel, Electricity and Water Requirement for a period of 15 years	K
21.	Manpower requirements, including estimated number of foreign employees and family members	L
22.	Social Security and Welfare Arrangements	M-1
23.	Sample Employment Contract	M-2
24.	Statement of benefits and Economic Justification Plan	N
25.	Projected Profit and Loss and Cash Flow Plan	N-1
26.	Capital Investment Plan	N-2
27.	Asset Acquisition List	N-3
28.	List of Equipment to be Imported	N-4
29.	Application for rights, benefits, tax exemptions and relief permissible under Foreign Investment Law, Notification No.40/2011 and other applicable laws	O
30.	Undertaking letter for compliance with relevant laws and regulations covered by the Environmental and Social Impact Assessments	P-1
31.	Environmental and Social Impact Assessment	P-2
32.	Reserve Fund for Social Welfare and Development Activities	Q
33.	Fire Protection and Emergency Plan	R
34.	Trademark Registration	S
35.	Proof of tax payments of Myanmar Beverages Co., Ltd.	T

We confirm that we will pay all necessary incorporation and filing fees when the amounts have been advised by MIC. Please also let us know once our application for the Permit has been approved.

If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,

For and on behalf of Asia Pacific Beverages Myanmar Company Limited

	(signed)
Name	Enrique Santos Martinez
Designation	Promoter

Annex A

Form (1)
Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,
Chairman
Myanmar Investment Commission

Reference No.
Date. 4.12.2015

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor or Promoter: -

(a) Name	:	Enrique Santos Martinez
(b) Father's Name	:	Gregorio Garcia Martinez
(c) Passport No.	:	EB9391134
(d) Citizenship	:	Philippine
(e) Address		
(i) Address in Myanmar	:	NA
(ii) Residence abroad	:	3 Mactan St., Magallanes Village, Makati City, Philippines
(f) Name of principle organization		Asia Pacific Beverages Pte. Ltd.
(g) Type of business	:	A holding company for investments in Myanmar to engage in the Business.
(h) Principle company's address	:	6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986)
(i) Parent Company	:	Asia Brewery Inc.
(j) Type of business	:	Manufacturing
(k) Parent company's address	:	Bo. Sala, Cabuyao, Laguna, Philippines

2. If the investment business is formed under Joint Venture, the names and representatives of the joint venture partners:

Foreign joint venture partner

(a) Name	:	Michael Gonzales Tan
(b) Father's Name	:	Lucio C. Tan
(c) Passport No.	:	EC0229876
(d) Citizenship	:	Filipino
(e) Address	:	6/F Allied Bank Center, 6754 Ayala Avenue, Makati City, Metro Manila 1226 Philippines
(f) Name of principle organization	:	Asia Pacific Beverages Pte. Ltd.
(g) Type of business	:	A holding company for investments in Myanmar to engage in the Business
(h) Principle company's address	:	6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986)

(i) Parent Company	:	Asia Brewery Inc.
(j) Type of business	:	Manufacturing
(k) Parent company's address	:	Bo. Sala, Cabuyao, Laguna, Philippines

Citizen joint venture partner

(a) Name	:	Aung Maw Thein
(b) Father's Name	:	U Mya Thein
(c) ID No./National Registration Card No./Passport No.	:	12 / Ma Ya Ka (Naing) 044833
(d) Citizenship	:	Myanmar
(e) Address	:	16 E, East Race Course Road, Tamwe Township Yangon, Myanmar
(f) Parent company	:	NA
(g) Type of business	:	NA
(h) Parent company's address	:	NA

Remark: The following documents must be attached according to the above Paragraph (1) and (2):

(1) Company registration certificate (copy); *Please refer to* **Annex D-1.**

(2) National Registration Card (copy) and passport (copy); *Please refer to* **Annex B.**

(3) Evidences about the business and financial conditions of the participants of the proposed investment business. *Please refer to* **Annexes C-1 to C-4.**

3. Type of proposed investment business:

(a) Manufacturing:

Manufacturing, marketing, sales and distribution of non-alcoholic ready-to-drink beverage products

အရက်မဟုတ်သော အသင့်သောက်သုံးရန် အချိုရည် ၊
ဖျော်ရည်များ အား ထုတ်လုပ်ခြင်း ၊ စျေးကွက်ရှာဖွေခြင်း ၊
ရောင်းချခြင်း နှင့် ဖြန့်ဖြူးခြင်း။

The proposed investment business of the Company involves the manufacture and distribution of non-alcoholic ready-to-drink beverage products in Myanmar (including, without limitation, juices, tea, isotonic sports drinks, energy drinks, functional drinks and milk drinks); and including any business incidental thereto including the production, packaging, distribution, marketing and sales of such beverages; and this shall also include, where the context requires, the conduct of all operational, project management, ancillary businesses and activities relating thereto and all other businesses and activities mutually agreed by the Parties from time to time ("**Business**").

(b) Service business related with manufacturing

As described in (a) above, particularly involving operational, marketing, promotions, project management and other activities related to the primary manufacturing activity described above.

(c) Service

Not applicable

(d) Others Not applicable

4. Type of business organization to be formed:

(a) One hundred percent Not applicable

(b) Joint Venture:

(i) Foreigner and citizen The Company shall be a company limited by shares, with the name Asia Pacific Beverages Myanmar Company Limited

The Company will be 90% held by Asia Pacific Beverages Pte. Ltd. (“**APB”**), which, in turn, is a wholly owned subsidiary of ABI; and the remaining 10% held by Aung Maw Thein, a Myanmar citizen.

Information on APB, ABI and Aung Maw Thein is set out in the business profiles attached as **Annex C-3** of this Proposal.

(ii) Foreigner and Government department/organization Not applicable

(c) By contractual basis:

(i) Foreigner and citizen Not applicable

(ii) Foreigner and Government department/organization Not applicable

Remarks: The following information needs to attach for the above Paragraph (4):

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors – *Please refer to* ***Annex E***;

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State – *Please refer to* ***Annex I-1***;

(iii) Contract (Agreement) (Draft).

5. Particulars relating to company incorporation:

(a) Authorized Capital: The authorized capital of the Company will be US$ 15,000,000

(b) Type of Shares: Ordinary

(c) Number of Shares: 15,000,000 ordinary shares, with par value of US$1.00 each.

6. Particulars relating to capital of the investment business:

	US$ (Million) / %
(a) Amount/percentage of local capital to be contributed	US$ 1,000,000 (10%)
(b) Amount/percentage of foreign capital to be brought in	US$ 9,000,000 (90%)
Total	US$10,000,000

(c) Annually or period of proposed capital to be brought in

APB will contribute foreign capital of US$2,000,000 within one month from approval of the MIC application and issuance of the corresponding MIC investment permit. APB will thereafter contribute the balance of US$7,000,000 within six months from such approval (Please refer to **Annex G**).

Aung Maw Thein will contribute local capital amounting to US$1,000,000.

(d) Last date of capital brought in — Within six months from approval of the MIC application.

(e) Proposed duration of investment — 50 years, extendable for two consecutive terms of 10 years each, which is currently the maximum duration permitted under the Myanmar Foreign Investment Law (2012).

(f) Commencement date of construction — Commercial operations will commence immediately upon the issuance of the investment permit from the MIC, as the Company will be purchasing assets and leasing an existing plant site from Myanmar Beverage Co., Ltd.
However, the Company intends to introduce improvements in the facilities and additional lines to increase capacity during the first year.

(g) Construction period — Construction period for the proposed improvements on the existing plant is one year.

7. Detail list of foreign capital to be brought in:

Note: Exchange rate of US$ 1 = Kyat 1,200

		Foreign Currency	Estimated Kyat Equivalent
(a)	Foreign currency (Type and amount)	US$1,040,000	1,248,000,000
(b)	Machinery and equipment and value (to enclose detail list)	US$ 7,960,000 (to be contributed in cash for the purchase and importation of the machinery and equipment)	9,552,000,000 (to be contributed in cash for the purchase and importation of the machinery and equipment)
(c)	List of initial raw materials and value (to enclose detail list)	NA	
(d)	Value of license, intellectual property, industrial design, trade mark, patent rights, etc.	NA	
(e)	Value of technical know-how	NA	
(f)	Others		
	Total	US$9,000,000	10,800,000,000

8. **Details of local capital to be contributed:**

		Foreign Currency	Estimated Kyat Equivalent
(a)	Amount	US$1,000,000	1,200,000,000
(b)	Machinery and equipment and value (to enclose detail list)	NA	
(c)	List of initial raw materials and value (to enclose detail list)	NA	
(d)	Value of license, intellectual property, industrial design, trade mark, patent rights, etc.	NA	
(e)	Value of technical know-how	NA	

(f)	Others	NA	
	Total	US$1,000,000	1,200,000,000

9. Particulars about the investment business:

(a) Investment location(s)/place: No. 151, Yangon Industrial Park, North Okkalapa Township, Yangon, the Republic of the Union of Myanmar

(b) Type and area requirement for land or land and building:

(i) Location No. 151, Yangon Industrial Park, North Okkalapa Township, Yangon, the Republic of the Union of Myanmar

(ii) Number of land/building and area approximately 86,502 square feet or 1.986 acres or 8,037.06 square meters

(iii) Owner of the land Aung Maw Thein

(aa) Name/company/department NA

(bb) National Registration Card No. 12 / Ma Ra Ka (Naing) 044833

(cc) Address 16E East Race Course Road, Tamwe Township Yangon, Mywanmar

(iv) Type of land Grant land from the Department of Human Settlement and Housing Development, the Ministry of Construction

(v) Period of land lease contract 50 years renewable for 10 years twice

(vi) Lease period 50 years From To year

(vii) Lease rate US$228,690.00 or US$2.64 per square foot or US$ 28.45 per square meter (for the initial term)

(aa) Land US$228,690.00

(bb) Building Included in the lease rate for the land

(viii) Ward No. 151, Yangon Industrial Park

(ix) Township North Okkalapa Township

(x) State/Region Yangon

(xi) Lessee

(aa) Name/Name of Company/ Department Asia Pacific Beverages Myanmar Company Limited

(bb) Father's Name NA

(cc) Citizenship To be incorporated in the Republic of the Union of Myanmar

(dd) ID No./Passport No. NA

(ee) Residence Address NA

Remark: Following particulars have to enclosed for above Paragraph 9(b)

(i) to enclose land map, land ownership and ownership evidences; - *Please refer to **Annex I-2;***

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State – *Please refer to **Annex I-2;***

(c) Requirement of building to be constructed;

(i) Type/number of building Existing plant will be purchased from Myanmar Beverage Company

(ii) Area NA

(d) Product to be produced/Service non-alcoholic ready-to-drink beverage products in Myanmar (including, without limitation, juices, tea, isotonic sports drinks, energy drinks, functional drinks and milk drinks)

(1) Name of product non-alcoholic ready-to-drink beverage products in Myanmar (including, without limitation, juices, tea, isotonic sports drinks,

existing brands of Air Soda, iCola, Sunkist and Cobra and such other brands that the Company shall develop or launch

(2) Estimate amount to be produced annually: Two million cases at year 1; projected to grow at 30% compounded rate over 10 years *Please refer to* ***Annex J-1*** *and* ***J-2***

(3) Type of service: NA

(4) Estimate value of service annually: NA

(e) Annual requirement of materials/raw materials - *Please refer to* ***Annex H***

(f)	Production system	Batch type production system, please see **Annex J-2** for the Production Process Plan
(g)	Technology	Cold filling process in packaging format of can and Polyethylene terephthalate (PET) bottles; Hot filling process in PET bottles
(h)	System of sales	Distribution channels
(i)	Annual fuel requirement (to prescribe type and quantity)	*Please refer to* ***Annex K***
(j)	Annual electricity requirement	*Please refer to* ***Annex K***
(k)	Annual water requirement (to prescribe daily requirement, if any)	*Please refer to* ***Annex K***

10. Detail information about financial standing:

I.

(a) Name/company's name: Asia Pacific Beverages Pte. Ltd.

(b) ID No./National Registration Card No./Passport No.: 201424557M

(c) Bank Account No: UOB US Dollar Account No. 451-900-327-3

II.

(a) Name/company's name: Asia Brewery Inc.

(b) ID No./National Registration Card No./Passport No.: CS000085357

(c) Bank Account No: PNB Current Accoutn No. 1001-003828

III.

(a) Name/company's name: Aung Maw Thein

(b) ID No./National Registration Card No./Passport No.: 12 / Ma Ya Ka (Naing) 044833

(c) Bank Account No: MMK Account No. 0150153015004442037

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above Paragraph 10. *Please refer to* **Annexes C-1 and C-4.**

11. Number of personnel required for the proposed economic activity: Please refer to Annex L

	YEAR 1		YEAR 4		YEAR 8	
	Number	%	Number	%	Number	%
(a) Local personnel	118	92%	221	95%	292	98%
(b) Foreign personnel	10	8%	12	5%	6	2%

Total	128	100%	233	100%	298	100%

Remark: As per Paragraph 11 the following information shall be enclosed: -
(i) Number of personnel, occupation, salary, etc; - *Please refer to* ***Annex L***
(ii) Social security and welfare arrangements for personnel; - *Please refer to* ***Annex M***
(iii) family accompany with foreign employee. - *Please refer to* ***Annex L***

12. Particulars relating to economic justification:

Please refer to **Annex N** *for further details*

		Foreign Currency (US$ Millions)	**Estimated Kyat Equivalent (Kyat Millions)**
(a)	Annual income (15-year average)	US$ 76.2	91,450
(b)	Annual expenditure (15-year average)	US$ 71.5	85,825
(c)	Annual net profit (15-year average)	US$ 4.6	5,514
(d)	Yearly investments (15-year average)	US$ 0.7	800
(e)	Recoupment period	7 years	
(f)	Others benefits (to enclose detailed calculations)		

13. **Evaluation of environmental impact:** *Please refer to* ***Annex P-1***

(a) Organization for evaluation of environmental assessment;
(b) Duration of the evaluation for environmental assessment;
(c) Compensation programme for environmental damages;
(d) Water purification system and waste water treatment system;
(e) Waste management system;
(f) System for storage of chemicals.

14. Evaluation on social impact assessments: *Please refer to* ***Annex P-2***

(a) Organization for evaluation of social impact assessment;
(b) Duration of the evaluation for social impact assessment;
(c) Corporate social responsibility programme.

Signature: (signed)

Name: Enrique Santos Martinez

Designation: Promoter



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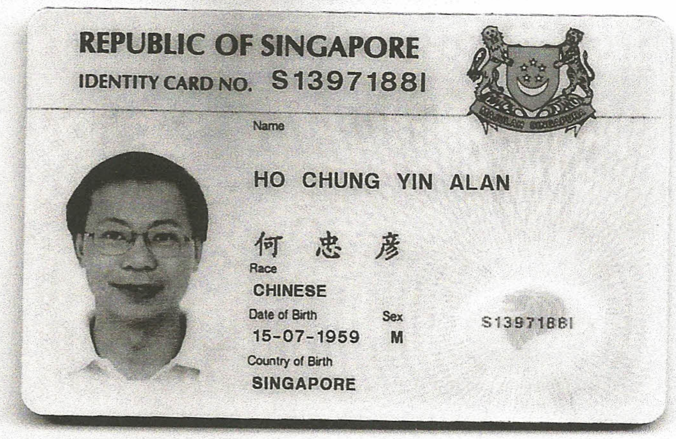
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Blood Group A+

Date of issue 27-10-2001

50 HOLLAND ROAD #04-09
SINGAPORE 258853

NRIC No: S1397188I Date: 03/01/2012 No: 6906869



REPUBLIC OF SINGAPORE

IDENTITY CARD NO. S1397188I

Name
HO CHUNG YIN ALAN
何 忠 彦

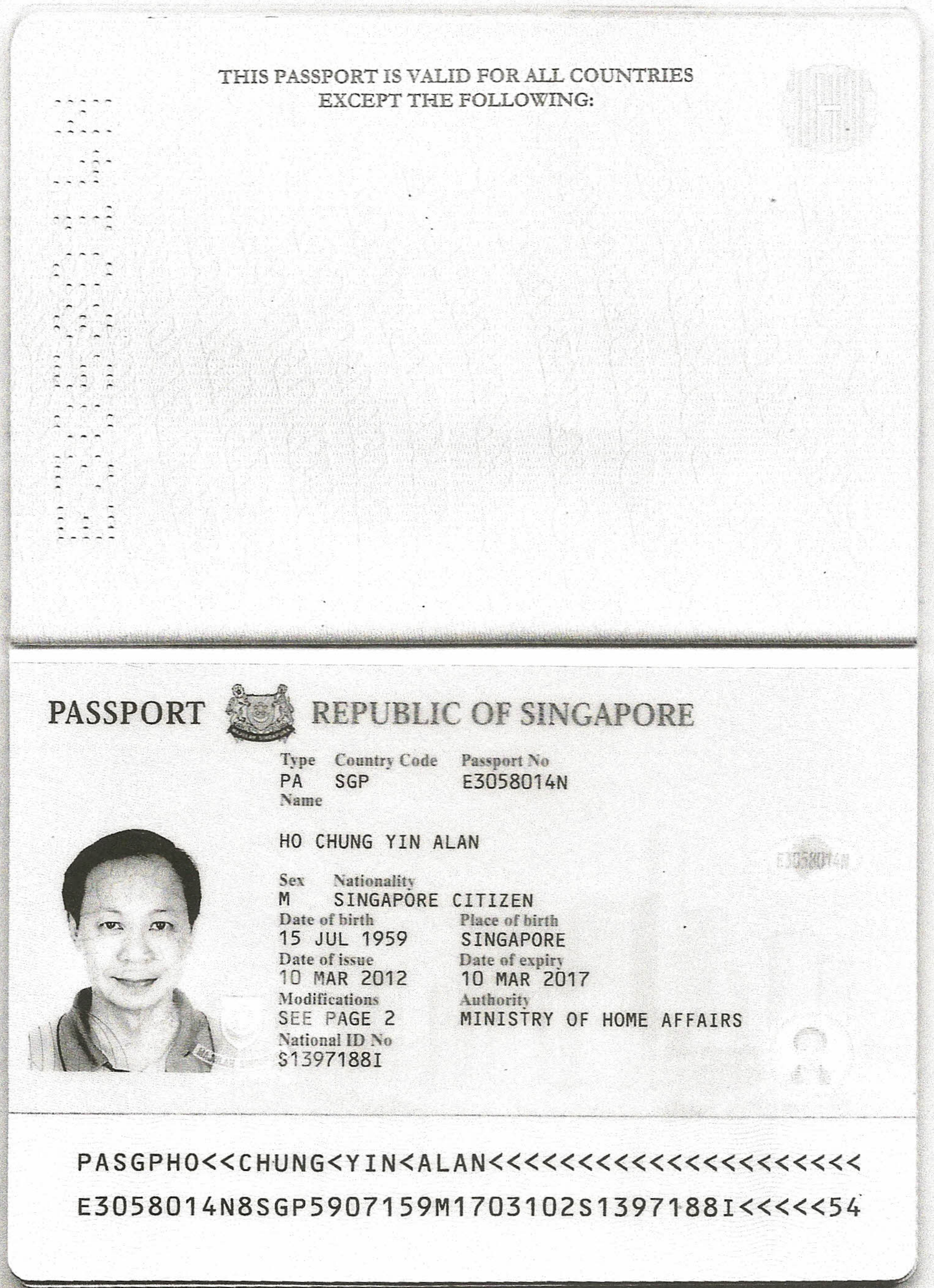
Race
CHINESE

Date of Birth 15-07-1959

Sex M

Country of Birth
SINGAPORE

S1397188I



THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT REPUBLIC OF SINGAPORE

Type	Country Code	Passport No
PA	SGP	E3058014N

Name
HO CHUNG YIN ALAN

Sex	Nationality
M	SINGAPORE CITIZEN

Date of birth	Place of birth
15 JUL 1959	SINGAPORE
Date of issue	**Date of expiry**
10 MAR 2012	10 MAR 2017
Modifications	**Authority**
SEE PAGE 2	MINISTRY OF HOME AFFAIRS

National ID No
S1397188I

PASGPHO<<CHUNG<YIN<ALAN<<<<<<<<<<<<<<<<<<<<<<<<

E3058014N8SGP5907159M1703102S1397188I<<<<<54

MGA PAGTATAKDA-LIMITATIONS

3

REPUBLIKA NG PILIPINAS / REPUBLIC OF THE PHILIPPINES

PASAPORTE
PASSPORT



URI / *Type*
P

Kodigo ng bansa / *Country code*
PHL

Pasaporte blg / *Passport no*
EB9391134

Apelyido / *Surname*
MARTINEZ

Pangalan / *Given names*
ENRIQUE

Panggitnang apelyido / *Middle name*
SANTOS

Araw ng kapanganakan / *Date of birth*
20 Dec 56

Nasyonalidad / *Nationality*
FILIPINO

Kasarian / *Sex*
M

Pook ng kapanganakan / *Place of birth*
MANILA

Araw ng pagkakaloob / *Date of issue*
17 Oct 13

Maykapangyarihang maglabas / *Issuing authority*
DFA MANILA

Araw ng pagkawalang bisa / *Valid until*
16 Oct 18

Lagda ng pinagkalooban / *Holder's signature*

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P<PHLMARTINEZ<<ENRIQUE<<<<<<<<<<<<<<<<<<<<<<<<
EB93911349PHL5612204M1810161<<<<<<<<<<<<<<<06
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ASIA PACIFIC BEVERAGES PTE. LTD.
(Company Registration No.: 201424557M)
(the "**Company**")
Registered Office : 6 Temasek Boulevard, #29-00 Suntec Tower Four, Singapore 038986

DIRECTORS' RESOLUTIONS IN WRITING PURSUANT TO ARTICLE 95a OF THE ARTICLES OF ASSOCIATION OF THE COMPANY

ESTABLISHMENT OF A PRIVATE LIMITED COMPANY IN MYANMAR

1. Resolved that a private limited company be registered and established by **Asia Pacific Beverages Pte. Ltd.** (the "**Company**") in **Myanmar** with the proposed name of **Asia Pacific Beverages Myanmar Company Limited**, with an authorized capital of **US$15,000,000** divided into 15,000,000 shares of US$1.00 each and **issued and paid-up capital of US$10,000,000** divided into 10,000,000 shares of US$1.00 each.

SUBSCRIPTION OF SHARES

2. Resolved that the Company shall subscribe to **9,000,000** shares in **Asia Pacific Beverages Myanmar Company Limited** ("APBMCL") comprising **90%** of the shares in the issued and paid-up share capital thereof.

3. Resolved that any director of the Company be authorised to sign/execute the share subscription form and the relevant documents for and on behalf of the Company and to do all such things, acts and deeds as are required, necessary and expedient in order to give effect to the Company's subscription for shares in APBMCL and the transactions as contemplated therein and in these resolutions.

4. Resolved that any director of the Company be and is hereby further authorized to represent the Company in respect of all acts, dealings, matters and transactions with APBMCL and in the exercise of all and any rights (including voting rights) relating to the shares held by the Company in APBMCL upon and further to the establishment thereof and to sign, execute and deliver any and all documents in the name and/or on behalf of the Company, as may be appropriate in the circumstances.

RECOGNIZED SIGNATORY OF DOCUMENTS FOR THE ESTABLISHMENT OF ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED ("APBMCL")

5. Resolved that Aung Maw Thein of the Republic of the Union of Myanmar with National Registration Card No. 12/Ma Ra Ka (Naing) 044833 be and is hereby recognized as signatory of all application documents which may be filed with the Companies Registration Office, or any other government agency, in connection with the establishment of **Asia Pacific Beverages Myanmar Company Limited.**

PERSON/S AUTHORISED TO REPRESENT THE COMPANY AS PROMOTER IN THE APPLICATION FOR AN INVESTMENT PERMIT WITH THE MYANMAR INVESTMENT COMMISSION

6. Resolved that any one of Enrique Santos Martinez of the Philippines with Passport number EB9391134 or Ho Chung Yin Alan of Singapore with Passport number E3058014N, be authorised to act as promoters for the investment permit application of **Asia Pacific Beverages Myanmar Company Limited** with the Myanmar Investment Commission and to take any and all actions and steps, and sign, execute, deliver, submit and file all applications, information, materials and documents with Myanmar Investment Commission as may be necessary or expedient for the approval of the MIC Permit.

ASIA PACIFIC BEVERAGES PTE. LTD.

(Company Registration No.: 201424557M)
(the "**Company**")
Registered Office : 6 Temasek Boulevard, #29-00 Suntec Tower Four, Singapore 038986

DIRECTORS' RESOLUTIONS IN WRITING PURSUANT TO ARTICLE 95a OF THE ARTICLES OF ASSOCIATION OF THE COMPANY

7. That the Company be authorised to sign, execute, seal and deliver any and all authorization documents, proxy forms and powers of attorney as may be appropriate to give effect to the foregoing Resolutions.

AFFIXING OF COMMON SEAL

8. Resolved that the Company be authorized to affix the Common Seal in accordance with the Company's Articles of Association to any document that may be required to be given under the Company's Common Seal in relation to the foregoing subscription for shares in APBMCL, application for MIC Permit or to any other documents contemplated by any of the Resolutions herein.

AMENDMENT TO RESOLUTION NO. 1 PASSED BY WAY OF DIRECTORS' RESOLUTIONS IN WRITING DATED 16 MARCH 2015

9. Resolved that Resolution No. 1 with the caption "Joint Investment in Myanmar" passed by way of Directors' resolutions in writing dated 16 March 2015 be amended by replacing its preamble (B) in its entirety as follows:-

   "(B) The Company will contribute the sum of US. Dollars Nine Million (US$9,000,000) to the Joint Investment which will represent the Company's capital contribution of 90% in the JV Company."

Dated this day 28 of September 2015.

D I R E C T O R S

MICHAEL GONZALES TAN

HUBERT LIM TAN

ENRIQUE SANTOS MARTINEZ

HO CHUNG YIN ALAN

Annex C-1

Date:

The Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sir,

SUBMISSION OF AUDITED FINANCIAL STATEMENTS OF THE ASIA PACIFIC BEVERAGES PTE. LTD.

As part of the submission for the application of an MIC Permit for the Asia Pacific Beverages Myanmar Company Limited, Asia Pacific Beverages Pte. Ltd. is required to submit audited financial statements for the last 2 years.

Please be informed that Asia Pacific Beverages Pte. Ltd. ("APB") was established on August 21, 2014, and as of the date of this letter, the audited financial statements of APB have not yet been issued.

We attach the investment structure for the proposed investment as well as the business profiles of the shareholders/investors for this application in **Annex C-2** and **Annex C-3** of this Proposal.

We hope that this would satisfy your requirements and would be grateful if you would kindly approve our Company's application and advise us of when such approval has been granted.

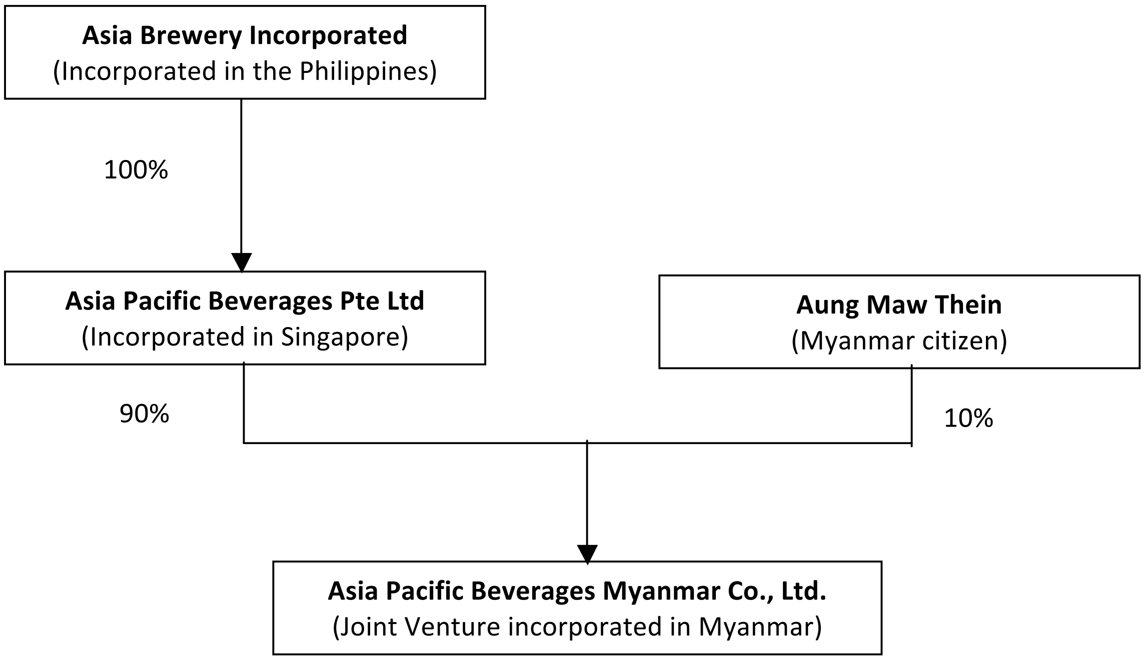
If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

Enrique Santos Martinez
Promoter

Annex C-2

Investment Structure for the Proposed Investment



Investor Details

Name	Citizenship	Address	Percentage	Investment Commitment
Asia Pacific Beverages Pte. Ltd. ("APB")	Singapore	6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986)	90%	US$9,000,000 Amount received from ABI for investment in Asia Pacific Beverages Myanmar Company Limited
Aung Maw Thein	Myanmar	16E, East Race Course Road, Tamwe Township, Yangon, Myanmar	10%	US$1,000,000

Annex C-3

Business Profiles of the Investors

ASIA PACIFIC BEVERAGES PTE. LTD.

Asia Pacific Beverages Pte. Ltd. ("APB") is a private company limited by shares incorporated in Singapore on August 21, 2014. It was organized as a holding company wholly owned by Asia Brewery, Incorporated.

ASIA BREWERY INC.

SUMMARY

Asia Brewery, Inc. ("ABI") is one of the Philippines' leading producers of non-alcoholic and alcoholic beverages, bottled water and packaging materials (including glass bottles), with presence and market-leading positions in multiple segments of the beverage industry. ABI believes its strong position in the Philippine beverage industry is the result of its focus on product innovation and product diversification, including its foresight and capacity to create and deliver a range of popular products at value for money prices and catering to different segments of consumers, particularly the mass market. As of December 31, 2014, ABI offered 20 beverage brands across five main product categories, namely energy drinks, beer, alcopop, bottled water and soymilk. It holds market leadership (in terms of both sales volume and revenues) in four out of these five beverage categories in the Philippines, including:

- Energy drinks—Cobra Energy Drink ("Cobra");
- Alcopop—Tanduay Ice;
- Bottled water—Absolute Pure Distilled Drinking Water and Summit Water; and
- Soymilk—Vitamilk soymilk.

From 1982, when ABI began operating primarily as a beer company, ABI has successfully diversified its product portfolio over the last thirty years. In 1992, ABI diversified its product portfolio from offering primarily beer to include bottled water products when it introduced Absolute Pure Distilled Drinking Water and Summit Water, and in 1995, ABI acquired the brand rights for Colt 45 Malt Liquor in Asia. In 2005, ABI further diversified into energy drinks by introducing Cobra. Tanduay Ice alcopop was introduced in 2009, and Vitamilk soymilk was introduced in 2011. In 2012, ABI also began the distribution of long-life yogurt products under its partnership with Grupo Leche Pascual ("GLP"), and also introduced a line of coconut water under the Pacific Sun Coco Fresh brand. In 2013, ABI produced and distributed Nestea ready-to-drink ice tea and Sunkist carbonated softdrinks, under licensing agreement with Nestle S.A. and Sunkist Growers Inc, respectively.

ABI has established a vertically integrated model for its production process, wherein the glass bottles and packaging materials for its products are produced in-house. These initiatives have also allowed ABI to diversify into commercial glass manufacturing in 1982, and ABI believes that it is now one of the two largest commercial glass manufacturers in the Philippines. ABI also produces packaging materials and offers packaging services to other Philippine companies. In 2012, as part of its vertical integration strategy, ABI purchased 100% ownership interest in each of Interbev Philippines, Inc. ("Interbev"), Waterich Resources Corporation ("Waterich") and Packageworld, Inc. ("Packageworld"). Interbev produces and distributes ABI's energy drinks and carbonated beverages, while Waterich produces and distributes ABI's bottled water products. Packageworld manufactures packaging materials for ABI's alcoholic and non-alcoholic beverages.

AUNG MAW THEIN

After graduating in 1986 from the University of Yangon, where he majored in Marine Biology, Aung Maw Thein (Nick) completed a diploma in Computer Studies at the Stamford College in Singapore. Following the withdrawal of US Companies in Myanmar, Nick began his business importing various food products into Myanmar, establishing a small hotel and distributing food products to other hotels.

After developing his distribution business, he became the exclusive distributor for Gold Roast Coffee Mix in Myanmar and established the Myanmar Distribution Group Company Limited (MDG) in 1997. In addition to the distribution business, the MDG Group is involved in Petrol Service Stations, Transview Gold Retail outlets and a wine retail and distribution business.

UOB 大華銀行

United Overseas Bank Limited
Channel Operations Centre
396 Alexandra Rd #23-00 Singapore 119954
Tel. 1800 222 2121 (Personal)
Tel: 1800 226 6121 (Corporate)
www.uobgroup.com
Co. Reg. No. 193500026Z

28 September 2015

The Chairman
Myanmar Investment Commission
Office No. 32, NAY PYI TAW
The Republic of The Union Of Myanmar

Dear Sir/Madam

Letter of Reference for Asia Pacific Beverages Pte Ltd

Our Customer, Asia Pacific Beverages Pte Ltd has requested that we provide the following information for its application.

Customer's Name:	Asia Pacific Beverages Pte Ltd
Date Established:	21 August 2014
Type of Company:	Private Limited Company
Principals:	Ho Chung Yin Alan Martinez Enrique Santos Tan Michael Gonzales Tan Hubert Lim
Nature of Business:	Investment Holdings
Account Maintained With Bank:	USD Global Current Account
Account No.:	451-900-327-3
Date Account Opened:	16 October 2014
Account Balance As At 26/09/2015:	USD 2,200,069-62

The Customer's account with the Bank has been satisfactorily conducted to-date.

The Bank assumes no responsibility for your reliance on this letter which is given based on current knowledge of the Customer's relationship with the Bank.

Yours faithfully,
For United Overseas Bank Limited

Janet Tay Guat Kiew (Ms)
Senior Officer
Account Maintenance Group
Channel Operations Centre

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28 September 2015

Director General
Companies Registration Office
Directorate of Investment & Company Admin
Ministry of National Planning & Economic Development
Office No. 32, NAY PYI TAW
The Republic of The Union Of Myanmar

Dear Sir/Madam

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Date Established:	21 August 2014
Type of Company:	Private Limited Company
Principals:	Ho Chung Yin Alan
	Martinez Enrique Santos
	Tan Michael Gonzales
	Tan Hubert Lim
Nature of Business:	Investment Holdings
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Yours faithfully,
For United Overseas Bank Limited

Janet Tay Guat Kiew (Ms)
Senior Officer
Account Maintenance Group
Channel Operations Centre

PNB

Philippine National Bank – Makati Center Branch
Allied Bank Center, 6754 Ayala Ave. corner Legaspi Street
Makati City 0716, Philippines
Fax: 813-7168
Trunk Line: 816-3311 Locals: 3230, 3215, 3180
3223,3231

BANK CERTIFICATION

Certificate No.: ABCHCC2015061700121
June 17, 2015 08:28:10 AM

The Chairman
Myanmar Investment Commission
Office no.32
Nay Pyi Taw, The Republic of the Union of Myanmar

Sir/Madam

This is to certify that **ASIA BREWERY INC.** is a depositor / client of Philippine National Bank - Makati Center Branch with the following account/s or investment/s and the corresponding balance/s as of date and time of this certification.

A. CURRENT ACCOUNTS / SAVINGS ACCOUNTS

Type of Account	Account Number	Account Name	Average Daily Balance	Date Opened	Current Balance
CA	1001-003828	**ASIA BREWERY INC.**	66,176,442.33	07/07/80	1,033,916,784.46
		TOTAL (PHP):			1,033,916,784.46

B. TIME OR TERM DEPOSIT

Type of Account	Account Number	Account Name	Date Opened	Current Balance
		N/A		
		TOTAL (PHP):		

C. OTHER TYPES OF DEPOSITS / INVESTMENTS

Type of Account	Account Name	Placement Date	Current Balance
	N/A		
	TOTAL (PHP):		

Should you require further details / confirmation on the authenticity of this certification, kindly direct all inquiries at telephone numbers 816 3311 Locals 3230/3231/3215.

This Bank Certification is issued upon the request of **ASIA BREWERY INC.** for whatever legal purposes it may serve.

Conforme by Depositor/s / Client/s: ____________________

This is to authorize the Bank to disclose whatever information relative to my/ our deposit account/s / investment/s by virtue of this certification it issued upon my/our request, and the posting of my/our bank account data into the Bank Certification Verification System used by the enrolled embassies. I/We waive my/our rigths under Republic Act No. 1405 otherwise known as the Bank Secrecy Law, and other relevant laws, rules and regulations, and further release the Bank, its Directors, Officers and Employees from whatever liability that may arise from this disclosure.

Lady Abigail Lopez
Assistant Manager

Renan S. Macapobre
Manager

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Account No : 0150153015004442037 (MMK)

Name : MYANMAR DISTRIBUTION GROUP CO,LTD

Address : 16-E,EAST RACE COURSE ROAD TAMWE TSP

SNo	Date	Description	Narrative	Particular	Debit Amount	Credit Amount	Balance
1	01/06/2015	Balance Forward					152,234,182.45
2	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				23,284,800.00	175,518,982.45
3	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,652,800.00	182,171,782.45
4	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				19,958,400.00	202,130,182.45
5	01/06/2015	Cash Deposit	017			118,000,000.00	320,130,182.45
6	01/06/2015	Interface Miscellaneous	005			24,500,000.00	344,630,182.45
7	01/06/2015	Interface Miscellaneous	001			10,800,000.00	355,430,182.45
8	01/06/2015	ONLINE SWEEP IN			286,000,000.00		69,430,182.45
9	01/06/2015	MISCELLANEOUS	KBZ KBZ-TH			7,489,208.19	76,919,390.64
10	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				17,580,000.00	94,499,390.64
11	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				30,716,465.00	125,215,855.64
12	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				3,276,000.00	128,491,855.64
13	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				3,010,196.00	131,502,051.64
14	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				245,500.00	131,747,551.64
15	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				436,000.00	132,183,551.64
16	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,099,250.00	134,282,801.64
17	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				600,000.00	134,882,801.64
18	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				745,800.00	135,628,601.64
19	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				1,158,000.00	136,786,601.64
20	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,947,410.00	143,734,011.64
21	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER				3,276,000.00	147,010,011.64
22	01/06/2015	ACCOUNT TO ACCOUNT TRANSFER			3,276,000.00		143,734,011.64
23	02/06/2015	Interface Miscellaneous	005			600,000.00	144,334,011.64
24	02/06/2015	Interface Miscellaneous	001			500,000.00	144,834,011.64
25	02/06/2015	Cash Deposit	017			40,000,000.00	184,834,011.64
26	02/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,390,000.00	191,224,011.64

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27	02/06/2015	ACCOUNT TO ACCOUNT TRANSFER				3,276,000.00	194,500,011.64
28	02/06/2015	ACCOUNT TO ACCOUNT TRANSFER			3,276,000.00		191,224,011.64
29	03/06/2015	Interface Miscellaneous	005			1,000,000.00	192,224,011.64
30	03/06/2015	Interface Miscellaneous	001			2,500,000.00	194,724,011.64
31	03/06/2015	ACCOUNT TO ACCOUNT TRANSFER				32,939,110.00	227,663,121.64
32	03/06/2015	ACCOUNT TO ACCOUNT TRANSFER				9,196,004.00	236,859,125.64
33	04/06/2015	Interface Miscellaneous	005			1,300,000.00	238,159,125.64
34	04/06/2015	Cash Deposit	017			10,000,000.00	248,159,125.64
35	04/06/2015	Interface Miscellaneous	001			2,400,000.00	250,559,125.64
36	04/06/2015	ACCOUNT TO ACCOUNT TRANSFER				1,941,000.00	252,500,125.64
37	04/06/2015	ACCOUNT TO ACCOUNT TRANSFER				224,100.00	252,724,225.64
38	04/06/2015	ACCOUNT TO ACCOUNT TRANSFER				554,700.00	253,278,925.64
39	04/06/2015	ACCOUNT TO ACCOUNT TRANSFER				12,236,436.00	265,515,361.64
40	05/06/2015	Cash Deposit	017			15,000,000.00	280,515,361.64
41	05/06/2015	Interface Miscellaneous	005			500,000.00	281,015,361.64
42	05/06/2015	Interface Miscellaneous	001			1,700,000.00	282,715,361.64
43	05/06/2015	Interface Miscellaneous	027			2,421,724.00	285,137,085.64
44	05/06/2015	ACCOUNT TO ACCOUNT TRANSFER				4,251,211.00	289,388,296.64
45	05/06/2015	ACCOUNT TO ACCOUNT TRANSFER				7,139,470.00	296,527,766.64
46	05/06/2015	ACCOUNT TO ACCOUNT TRANSFER				3,623,474.00	300,151,240.64
47	08/06/2015	Interface Miscellaneous	005			6,900,000.00	307,051,240.64
48	08/06/2015	Interface Miscellaneous	001			5,300,000.00	312,351,240.64
49	08/06/2015	Cash Deposit	017			23,000,000.00	335,351,240.64
50	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				3,195,000.00	338,546,240.64
51	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				7,402,920.00	345,949,160.64
52	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				341,100.00	346,290,260.64
53	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,536,500.00	348,826,760.64
54	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				5,089,960.00	353,916,720.64
55	08/06/2015	MISCELLANEOUS	KBZ KBZ-TTN			5,523,694.46	359,440,415.10
56	08/06/2015	MISCELLANEOUS	KBZ KBZ-KTO			2,995,007.49	362,435,422.59

57	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				5,089,960.00		357,345,462.59
58	08/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,536,500.00		354,808,962.59
59	09/06/2015	Cash Deposit	017				20,000,000.00	374,808,962.59
60	09/06/2015	Interface Miscellaneous	005				5,600,000.00	380,408,962.59
61	09/06/2015	Interface Miscellaneous	001				900,000.00	381,308,962.59
62	09/06/2015	ONLINE SWEEP IN				181,000,000.00		200,308,962.59
63	10/06/2015	Interface Miscellaneous	005				1,600,000.00	201,908,962.59
64	10/06/2015	Interface Miscellaneous	001				1,100,000.00	203,008,962.59
65	10/06/2015	ONLINE SWEEP IN				200,000,000.00		3,008,962.59
66	10/06/2015	ACCOUNT TO ACCOUNT TRANSFER					852,480.00	3,861,442.59
67	10/06/2015	ACCOUNT TO ACCOUNT TRANSFER					1,107,792.00	4,969,234.59
68	11/06/2015	Cash Deposit	017				13,000,000.00	17,969,234.59
69	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					10,800,600.00	28,769,834.59
70	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					272,700.00	29,042,534.59
71	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					4,158,000.00	33,200,534.59
72	11/06/2015	Interface Miscellaneous	005				2,300,000.00	35,500,534.59
73	11/06/2015	Interface Miscellaneous	001				6,500,000.00	42,000,534.59
74	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					14,280,000.00	56,280,534.59
75	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					8,859,600.00	65,140,134.59
76	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					3,169,000.00	68,309,134.59
77	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					13,721,400.00	82,030,534.59
78	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					392,400.00	82,422,934.59
79	11/06/2015	ACCOUNT TO ACCOUNT TRANSFER					8,992,000.00	91,414,934.59
80	12/06/2015	Interface Miscellaneous	005				1,900,000.00	93,314,934.59
81	12/06/2015	Interface Miscellaneous	001				1,800,000.00	95,114,934.59
82	12/06/2015	MISCELLANEOUS	CB- CB- HPA(				4,200,000.00	99,314,934.59
83	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					28,866,830.00	128,181,764.59
84	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					6,273,752.00	134,455,516.59
85	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					2,536,500.00	136,992,016.59
86	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					5,089,960.00	142,081,976.59

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87	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					611,000.00	142,692,976.59
88	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					29,521,800.00	172,214,776.59
89	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					12,294,314.00	184,509,090.59
90	12/06/2015	ACCOUNT TO ACCOUNT TRANSFER					6,128,043.00	190,637,133.59
91	15/06/2015	Interface Miscellaneous	005				10,600,000.00	201,237,133.59
92	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					677,325.00	201,914,458.59
93	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					152,880.00	202,067,338.59
94	15/06/2015	Interface Miscellaneous	001				4,600,000.00	206,667,338.59
95	15/06/2015	ONLINE SWEEP IN				138,000,000.00		68,667,338.59
96	15/06/2015	Interface Miscellaneous	027				3,166,662.00	71,834,000.59
97	15/06/2015	ONLINE SWEEP IN				68,000,000.00		3,834,000.59
98	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					5,821,200.00	9,655,200.59
99	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					2,014,410.00	11,669,610.59
100	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					21,205,800.00	32,875,410.59
101	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					14,968,800.00	47,844,210.59
102	15/06/2015	ACCOUNT TO ACCOUNT TRANSFER					663,820.00	48,508,030.59
103	16/06/2015	ACCOUNT TO ACCOUNT TRANSFER					81,768,960.00	130,276,990.59
104	16/06/2015	Interface Miscellaneous	005				600,000.00	130,876,990.59
105	16/06/2015	Interface Miscellaneous	001				7,200,000.00	138,076,990.59
106	16/06/2015	ACCOUNT TO ACCOUNT TRANSFER					12,841,920.00	150,918,910.59
107	17/06/2015	ACCOUNT TO ACCOUNT TRANSFER					21,688,796.00	172,607,706.59
108	17/06/2015	Interface Miscellaneous	005				3,000,000.00	175,607,706.59
109	17/06/2015	Cash Deposit	017				18,000,000.00	193,607,706.59
110	17/06/2015	Interface Miscellaneous	001				900,000.00	194,507,706.59
111	17/06/2015	ACCOUNT TO ACCOUNT TRANSFER					2,084,700.00	196,592,406.59
112	17/06/2015	ACCOUNT TO ACCOUNT TRANSFER					18,757,000.00	215,349,406.59
113	17/06/2015	ACCOUNT TO ACCOUNT TRANSFER					12,841,920.00	228,191,326.59
114	17/06/2015	ACCOUNT TO ACCOUNT TRANSFER					6,420,950.00	234,612,276.59
115	17/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,420,950.00		228,191,326.59

116	18/06/2015	Interface Miscellaneous	005			1,700,000.00	229,891,326.59
117	18/06/2015	Cash Deposit	017			10,000,000.00	239,891,326.59
118	18/06/2015	Interface Miscellaneous	001			2,100,000.00	241,991,326.59
119	18/06/2015	MISCELLANEOUS	CB- CB- MWD(			5,200,000.00	247,191,326.59
120	18/06/2015	ACCOUNT TO ACCOUNT TRANSFER				16,368,000.00	263,559,326.59
121	18/06/2015	ACCOUNT TO ACCOUNT TRANSFER				12,841,920.00	276,401,246.59
122	18/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,420,950.00	282,822,196.59
123	19/06/2015	Interface Miscellaneous	005			1,300,000.00	284,122,196.59
124	19/06/2015	Cash Deposit	017			23,000,000.00	307,122,196.59
125	19/06/2015	Interface Miscellaneous	001			1,100,000.00	308,222,196.59
126	19/06/2015	ONLINE SWEEP IN			123,000,000.00		185,222,196.59
127	19/06/2015	ACCOUNT TO ACCOUNT TRANSFER				878,472.00	186,100,668.59
128	19/06/2015	ACCOUNT TO ACCOUNT TRANSFER				28,665,000.00	214,765,668.59
129	19/06/2015	ACCOUNT TO ACCOUNT TRANSFER				8,049,108.00	222,814,776.59
130	19/06/2015	ACCOUNT TO ACCOUNT TRANSFER				17,766,014.00	240,580,790.59
131	19/06/2015	ONLINE SWEEP IN			118,860,500.00		121,720,290.59
132	22/06/2015	Interface Miscellaneous	011			25,300,000.00	147,020,290.59
133	22/06/2015	Cash Deposit	017			20,000,000.00	167,020,290.59
4	22/06/2015	Interface Miscellaneous	005			4,800,000.00	171,820,290.59
135	22/06/2015	Interface Miscellaneous	001			5,300,000.00	177,120,290.59
136	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,121,600.00	179,241,890.59
137	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				39,930,000.00	219,171,890.59
138	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				1,738,764.00	220,910,654.59
139	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,130,000.00	223,040,654.59
140	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				878,472.00	223,919,126.59
141	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				1,111,223.00	225,030,349.59
142	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,912,100.00	227,942,449.59
143	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				7,658,050.00	235,600,499.59
144	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,143,150.00	237,743,649.59
145	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,303,880.00	240,047,529.59

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146	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				1,353,290.00	241,400,819.59
147	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				15,384,600.00	256,785,419.59
148	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				8,420,430.00	265,205,849.59
149	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,520,000.00	267,725,849.59
150	22/06/2015	ACCOUNT TO ACCOUNT TRANSFER			878,472.00		266,847,377.59
151	23/06/2015	MISCELLANEOUS	CB- CB- DWE(			8,000,000.00	274,847,377.59
152	23/06/2015	Interface Miscellaneous	001			3,800,000.00	278,647,377.59
153	23/06/2015	Interface Miscellaneous	005			1,500,000.00	280,147,377.59
154	23/06/2015	Cash Deposit	017			20,000,000.00	300,147,377.59
155	23/06/2015	ACCOUNT TO ACCOUNT TRANSFER				938,314.00	301,085,691.59
156	23/06/2015	ACCOUNT TO ACCOUNT TRANSFER				12,500,000.00	313,585,691.59
157	24/06/2015	Interface Miscellaneous	005			2,000,000.00	315,585,691.59
158	24/06/2015	Interface Miscellaneous	001			1,300,000.00	316,885,691.59
159	24/06/2015	ONLINE SWEEP IN			316,000,000.00		885,691.59
160	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,390,000.00	7,275,691.59
161	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER				10,050,000.00	17,325,691.59
162	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER				12,776,400.00	30,102,091.59
163	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,224,400.00	36,326,491.59
164	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER				883,900.00	37,210,391.59
165	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER				15,057,900.00	52,268,291.59
166	24/06/2015	ACCOUNT TO ACCOUNT TRANSFER			883,900.00		51,384,391.59
167	25/06/2015	Interface Miscellaneous	013			8,700,000.00	60,084,391.59
168	25/06/2015	Interface Miscellaneous	005			900,000.00	60,984,391.59
169	25/06/2015	Interface Miscellaneous	001			4,200,000.00	65,184,391.59
170	25/06/2015	ACCOUNT TO ACCOUNT TRANSFER				883,900.00	66,068,291.59
171	25/06/2015	ACCOUNT TO ACCOUNT TRANSFER				1,884,000.00	67,952,291.59
172	25/06/2015	ACCOUNT TO ACCOUNT TRANSFER				8,820,900.00	76,773,191.59
173	25/06/2015	ACCOUNT TO ACCOUNT TRANSFER			883,900.00		75,889,291.59
174	26/06/2015	Interface Miscellaneous	001			3,200,000.00	79,089,291.59

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175	26/06/2015	Interface Miscellaneous	005			1,000,000.00	80,089,291.59
176	26/06/2015	MISCELLANEOUS	CB- CB-DWE			5,400,000.00	85,489,291.59
177	26/06/2015	ONLINE SWEEP IN			85,400,000.00		89,291.59
178	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER				883,900.00	973,191.59
179	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER				6,415,200.00	7,388,391.59
180	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER				12,729,553.00	20,117,944.59
181	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER				4,763,430.00	24,881,374.59
182	26/06/2015	ACGOUNT TO ACCOUNT TRANSFER				11,372,545.00	36,253,919.59
183	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER				21,000,000.00	57,253,919.59
184	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER				878,472.00	58,132,391.59
185	26/06/2015	ACCOUNT TO ACCOUNT TRANSFER			883,900.00		57,248,491.59
186	29/06/2015	MISCELLANEOUS	CB- CB-HPA			8,000,000.00	65,248,491.59
187	29/06/2015	Interface Miscellaneous	005			10,000,000.00	75,248,491.59
188	29/06/2015	Cash Deposit	017			30,000,000.00	105,248,491.59
189	29/06/2015	ONLINE SWEEP IN	Che		57,000,000.00		48,248,491.59
190	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,500,030.00	50,748,521.59
191	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,316,670.00	53,065,191.59
192	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,025,000.00	55,090,191.59
193	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				2,097,306.00	57,187,497.59
194	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				10,084,600.00	67,272,097.59
195	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				231,320.00	67,503,417.59
196	29/06/2015	ACCOUNT TO ACCOUNT TRANSFER				736,859.00	68,240,276.59
197	30/06/2015	Cash Deposit	017			25,000,000.00	93,240,276.59
198	30/06/2015	Interface Miscellaneous	005			4,200,000.00	97,440,276.59
199	30/06/2015	Interface Miscellaneous	001			2,000,000.00	99,440,276.59
200	30/06/2015	MISCELLANEOUS	KBZ KBZ-KH(			4,700,041.94	104,140,318.53
201	30/06/2015	Special Interest Payment				1,149,047.49	105,289,366.02
30/06/2015		Balance					105,289,366.02

Previous Balance	+	Total Deposit	-	Total Withdrawl	=	Total Balance

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152,234,182.45	+	1,550,445,265.57	-	1,597,390,082.00	=	105,289,366.02

No. of Cash Withdrawls	=	0	No. of Transfer Withdrawls	=	19
No. of Cash Deposit	=	14	No. of Transfer Deposit	=	167

CHD = Cash Deposit
CHW = Cash Withdrawl
CLT = Clearing

OPN = Opening
TRD = Transfer Deposit
TRW = Transfer Withdrawl

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct.

MANAGER
ACCOUNTS DEPARTMENT

Mingalarzay Branch
No.22,Corner of Yuzana Street and Sabai Street Mingalar Taung Nyunt Township
Yangon, Myanmar

Myanma Apex Bank®

Account No : 0150153015004442037 (MMK)

Name : MYANMAR DISTRIBUTION GROUP CO,LTD

Address : 16-E,EAST RACE COURSE ROAD TAMWE TSP

SNo	Date	Description	Narrative	Particular	Debit Amount	Credit Amount	Balance
1	01/07/2015	Balance Forward					105,289,366.02
2	01/07/2015	Cash Deposit	017			35,000,000.00	140,289,366.02
3	01/07/2015	Interface Miscellaneous	001			8,900,000.00	149,189,366.02
4	01/07/2015	Interface Miscellaneous	005			5,700,000.00	154,889,366.02
5	01/07/2015	ACCOUNT TO ACCOUNT TRANSFER				19,262,880.00	174,152,246.02
6	01/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,740,000.00	175,892,246.02
7	01/07/2015	ACCOUNT TO ACCOUNT TRANSFER				12,841,900.00	188,734,146.02
8	01/07/2015	ACCOUNT TO ACCOUNT TRANSFER				3,724,800.00	192,458,946.02
9	02/07/2015	ACCOUNT TO ACCOUNT TRANSFER				18,206,370.00	210,665,316.02
10	02/07/2015	Interface Miscellaneous	001			3,800,000.00	214,465,316.02
11	02/07/2015	ACCOUNT TO ACCOUNT TRANSFER				49,727,670.00	264,192,986.02
12	02/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,461,500.00	265,654,486.02
13	02/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,692,830.00	268,347,316.02
14	02/07/2015	ACCOUNT TO ACCOUNT TRANSFER				10,000,000.00	278,347,316.02
.5	02/07/2015	Interface Miscellaneous	005			700,000.00	279,047,316.02
16	03/07/2015	Interface Miscellaneous	005			500,000.00	279,547,316.02
17	03/07/2015	Interface Miscellaneous	001			700,000.00	280,247,316.02
18	03/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,147,392.00	281,394,708.02
19	06/07/2015	Interface Miscellaneous	001			3,200,000.00	284,594,708.02
20	06/07/2015	Interface Miscellaneous	005			4,200,000.00	288,794,708.02
21	06/07/2015	Cash Deposit	017			78,000,000.00	366,794,708.02
22	07/07/2015	Interface Miscellaneous	001			1,700,000.00	368,494,708.02
23	07/07/2015	MISCELLANEOUS	KBZ KBZ-KYA			2,296,055.92	370,790,763.94
24	07/07/2015	MISCELLANEOUS	KBZ KBZ-THA			4,114,288.57	374,905,052.51
25	07/07/2015	ONLINE SWEEP IN			100,000,000.00		274,905,052.51
26	07/07/2015	ONLINE SWEEP IN	Che		250,000,000.00		24,905,052.51
27	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				519,156.00	25,424,208.51
28	07/07/2015	ACCOUNT TO ACCOUNT				8,579,520.00	34,003,728.51

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		TRANSFER					
29	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				8,423,414.00	42,427,142.51
30	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				670,780.00	43,097,922.51
31	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				31,321,974.00	74,419,896.51
32	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,627,360.00	77,047,256.51
33	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				614,800.00	77,662,056.51
34	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				360,408.00	78,022,464.51
35	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,086,025.00	83,108,489.51
36	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				400,000.00	83,508,489.51
37	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,500,000.00	85,008,489.51
38	07/07/2015	ACCOUNT TO ACCOUNT TRANSFER			8,579,520.00		76,428,969.51
39	08/07/2015	Interface Miscellaneous	005			3,100,000.00	79,528,969.51
40	08/07/2015	Cash Deposit	017			35,000,000.00	114,528,969.51
41	08/07/2015	ONLINE SWEEP IN			82,100,000.00		32,428,969.51
42	08/07/2015	ACCOUNT TO ACCOUNT TRANSFER				64,393,267.00	96,822,236.51
43	08/07/2015	ACCOUNT TO ACCOUNT TRANSFER				12,150,000.00	108,972,236.51
44	08/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,486,025.00	114,458,261.51
45	09/07/2015	Interface Miscellaneous	005			700,000.00	115,158,261.51
46	09/07/2015	Interface Miscellaneous	001			1,100,000.00	116,258,261.51
47	09/07/2015	ACCOUNT TO ACCOUNT TRANSFER				994,512.00	117,252,773.51
48	10/07/2015	ACCOUNT TO ACCOUNT TRANSFER				4,604,040.00	121,856,813.51
49	10/07/2015	Cash Deposit	017			22,000,000.00	143,856,813.51
50	10/07/2015	Interface Miscellaneous	005			7,600,000.00	151,456,813.51
51	10/07/2015	Interface Miscellaneous	001			2,200,000.00	153,656,813.51
52	10/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,019,300.00	155,676,113.51
53	10/07/2015	ACCOUNT TO ACCOUNT TRANSFER				970,710.00	156,646,823.51
54	10/07/2015	ACCOUNT TO ACCOUNT TRANSFER				8,579,520.00	165,226,343.51
55	10/07/2015	ACCOUNT TO ACCOUNT TRANSFER				637,500.00	165,863,843.51
56	10/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,830,585.00	171,694,428.51

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57	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					244,800.00	171,939,228.51
58	13/07/2015	Cash Deposit	017				10,000,000.00	181,939,228.51
59	13/07/2015	ONLINE SWEEP IN				114,000,000.00		67,939,228.51
60	13/07/2015	Interface Miscellaneous	005				2,500,000.00	70,439,228.51
61	13/07/2015	Interface Miscellaneous	001				2,200,000.00	72,639,228.51
62	13/07/2015	Interface Miscellaneous	027				950,263.00	73,589,491.51
63	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					1,560,500.00	75,149,991.51
64	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					144,750.00	75,294,741.51
65	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					3,300,000.00	78,594,741.51
66	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					5,662,632.00	84,257,373.51
67	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					1,304,040.00	85,561,413.51
68	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					2,525,802.00	88,087,215.51
69	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					1,395,030.00	89,482,245.51
70	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					26,284,953.00	115,767,198.51
71	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					5,649,675.00	121,416,873.51
72	13/07/2015	ACCOUNT TO ACCOUNT TRANSFER					5,449,895.00	126,866,768.51
73	14/07/2015	Interface Miscellaneous	005				1,800,000.00	128,666,768.51
74	14/07/2015	Cash Deposit	017				13,000,000.00	141,666,768.51
75	14/07/2015	Interface Miscellaneous	001				1,800,000.00	143,466,768.51
76	14/07/2015	Interface Miscellaneous	027				2,351,794.00	145,818,562.51
77	14/07/2015	Cash Deposit	017				8,063,118.00	153,881,680.51
78	14/07/2015	ACCOUNT TO ACCOUNT TRANSFER					1,332,880.00	155,214,560.51
79	14/07/2015	ACCOUNT TO ACCOUNT TRANSFER					1,318,087.00	156,532,647.51
80	14/07/2015	ACCOUNT TO ACCOUNT TRANSFER					470,400.00	157,003,047.51
81	15/07/2015	ACCOUNT TO ACCOUNT TRANSFER					624,456.00	157,627,503.51
82	15/07/2015	Interface Miscellaneous	001				1,400,000.00	159,027,503.51
83	15/07/2015	Cash Deposit	017				20,000,000.00	179,027,503.51
84	15/07/2015	ACCOUNT TO ACCOUNT TRANSFER					31,941,000.00	210,968,503.51
85	15/07/2015	ONLINE SWEEP IN	Che			210,000,000.00		968,503.51
86	15/07/2015	Interface Miscellaneous	005				1,000,000.00	1,968,503.51
87	16/07/2015	Interface Miscellaneous	005				600,000.00	2,568,503.51

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88	16/07/2015	Interface Miscellaneous	001			1,800,000.00	4,368,503.51
89	16/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,000,000.00	5,368,503.51
90	16/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,268,500.00	7,637,003.51
91	16/07/2015	ACCOUNT TO ACCOUNT TRANSFER				7,731,500.00	15,368,503.51
92	17/07/2015	Interface Miscellaneous	005			900,000.00	16,268,503.51
93	17/07/2015	Cash Deposit	017			10,000,000.00	26,268,503.51
94	17/07/2015	MISCELLANEOUS	CB- CB-HPAA			5,400,000.00	31,668,503.51
95	17/07/2015	Interface Miscellaneous	001			3,800,000.00	35,468,503.51
96	17/07/2015	ACCOUNT TO ACCOUNT TRANSFER				33,177,260.00	68,645,763.51
97	17/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,934,048.00	74,579,811.51
98	20/07/2015	Interface Miscellaneous	005			2,800,000.00	77,379,811.51
99	20/07/2015	Cash Deposit	017			35,000,000.00	112,379,811.51
100	20/07/2015	Interface Miscellaneous	001			2,400,000.00	114,779,811.51
101	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				3,210,480.00	117,990,291.51
102	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				12,841,920.00	130,832,211.51
103	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,450,180.00	132,282,391.51
104	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				20,436,000.00	152,718,391.51
105	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				1,867,588.00	154,585,979.51
106	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,775,450.00	160,361,429.51
107	20/07/2015	ACCOUNT TO ACCOUNT TRANSFER				7,920,790.00	168,282,219.51
108	21/07/2015	Interface Miscellaneous	005			3,000,000.00	171,282,219.51
109	21/07/2015	Cash Deposit	017			20,000,000.00	191,282,219.51
110	21/07/2015	ONLINE SWEEP IN			110,000,000.00		81,282,219.51
111	21/07/2015	MISCELLANEOUS	CB- CB-DAW			8,100,000.00	89,382,219.51
112	21/07/2015	Interface Miscellaneous	001			1,800,000.00	91,182,219.51
113	21/07/2015	ONLINE SWEEP IN			58,000,000.00		33,182,219.51
114	21/07/2015	ACCOUNT TO ACCOUNT TRANSFER				90,690.00	33,272,909.51
115	22/07/2015	Interface Miscellaneous	005			2,200,000.00	35,472,909.51
116	22/07/2015	Interface Miscellaneous	001			3,900,000.00	39,372,909.51
117	22/07/2015	ONLINE SWEEP IN			32,000,000.00		7,372,909.51
118	22/07/2015	ACCOUNT TO ACCOUNT TRANSFER				808,665.00	8,181,574.51

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119	23/07/2015	Interface Miscellaneous	005			900,000.00	9,081,574.51
120	23/07/2015	Cash Deposit	017			18,000,000.00	27,081,574.51
121	23/07/2015	Interface Miscellaneous	001			1,600,000.00	28,681,574.51
122	23/07/2015	ACCOUNT TO ACCOUNT TRANSFER				3,070,625.00	31,752,199.51
123	23/07/2015	ACCOUNT TO ACCOUNT TRANSFER				873,592.00	32,625,791.51
124	23/07/2015	ACCOUNT TO ACCOUNT TRANSFER				390,000.00	33,015,791.51
125	24/07/2015	ACCOUNT TO ACCOUNT TRANSFER				6,720,000.00	39,735,791.51
126	24/07/2015	Interface Miscellaneous	005			1,100,000.00	40,835,791.51
127	24/07/2015	Interface Miscellaneous	001			6,000,000.00	46,835,791.51
128	24/07/2015	MISCELLANEOUS	CB- CB- DWI(			12,700,000.00	59,535,791.51
129	24/07/2015	Interface Miscellaneous	013			5,000,000.00	64,535,791.51
130	24/07/2015	ONLINE SWEEP IN			36,525,000.00		28,010,791.51
131	24/07/2015	MISCELLANEOUS	CB- CB- MWD(			7,600,000.00	35,610,791.51
132	24/07/2015	ACCOUNT TO ACCOUNT TRANSFER				885,000.00	36,495,791.51
133	24/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,940,000.00	39,435,791.51
134	24/07/2015	ACCOUNT TO ACCOUNT TRANSFER				235,400.00	39,671,191.51
135	24/07/2015	ACCOUNT TO ACCOUNT TRANSFER				244,450.00	39,915,641.51
136	24/07/2015	ACCOUNT TO ACCOUNT TRANSFER				35,280,000.00	75,195,641.51
137	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				6,720,000.00	81,915,641.51
138	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,985,600.00	87,901,241.51
139	27/07/2015	Interface Miscellaneous	001			5,900,000.00	93,801,241.51
140	27/07/2015	Interface Miscellaneous	005			6,800,000.00	100,601,241.51
141	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				3,339,173.00	103,940,414.51
142	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				17,651,693.00	121,592,107.51
143	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				138,580.00	121,730,687.51
144	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				240,650.00	121,971,337.51
145	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				255,100.00	122,226,437.51
146	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				592,245.00	122,818,682.51
147	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				291,850.00	123,110,532.51

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148	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,733,000.00	128,843,532.51
149	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				3,756,600.00	132,600,132.51
150	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				4,895,000.00	137,495,132.51
151	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				4,200,000.00	141,695,132.51
152	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				16,800,000.00	158,495,132.51
153	27/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,920,920.00	164,416,052.51
154	27/07/2015	MISCELLANEOUS			240,650.00		164,175,402.51
155	28/07/2015	Interface Miscellaneous	005			1,800,000.00	165,975,402.51
156	28/07/2015	ONLINE SWEEP IN			124,200,000.00		41,775,402.51
157	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				240,650.00	42,016,052.51
158	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,569,560.00	44,585,612.51
159	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				15,889,680.00	60,475,292.51
160	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,502,000.00	62,977,292.51
161	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				375,585.00	63,352,877.51
162	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,050,000.00	65,402,877.51
163	28/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,770,502.00	71,173,379.51
164	29/07/2015	Interface Miscellaneous	005			4,000,000.00	75,173,379.51
165	29/07/2015	ONLINE SWEEP IN	Che		75,000,000.00		173,379.51
166	29/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,322,690.00	5,496,069.51
167	29/07/2015	ACCOUNT TO ACCOUNT TRANSFER				149,970.00	5,646,039.51
168	29/07/2015	ACCOUNT TO ACCOUNT TRANSFER				80,350,000.00	85,996,039.51
169	29/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,266,710.00	88,262,749.51
170	29/07/2015	ACCOUNT TO ACCOUNT TRANSFER				7,123,010.00	95,385,759.51
171	29/07/2015	ACCOUNT TO ACCOUNT TRANSFER				771,580.00	96,157,339.51
172	30/07/2015	ACCOUNT TO ACCOUNT TRANSFER				11,188,680.00	107,346,019.51
173	30/07/2015	Cash Deposit	017			26,000,000.00	133,346,019.51
174	30/07/2015	MISCELLANEOUS	KBZ KBZ-THA			3,294,558.16	136,640,577.67
175	30/07/2015	ONLINE SWEEP IN			136,000,000.00		640,577.67

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176	30/07/2015	MISCELLANEOUS	KBZ KBZ-KYA			4,235,229.16	4,875,806.83
177	30/07/2015	ACCOUNT TO ACCOUNT TRANSFER				5,916,480.00	10,792,286.83
178	30/07/2015	ACCOUNT TO ACCOUNT TRANSFER				2,500,000.00	13,292,286.83
179	30/07/2015	ACCOUNT TO ACCOUNT TRANSFER				3,354,200.00	16,646,486.83
180	30/07/2015	Special Interest Payment				871,028.92	17,517,515.75
31/07/2015		Balance					17,517,515.75

Previous Balance	+	Total Deposit	-	Total Withdrawl	=	Total Balance
105,289,366.02	**+**	**1,248,873,319.73**	**-**	**1,336,645,170.00**	**=**	**17,517,515.75**

No. of Cash Withdrawls = **0**

No. of Cash Deposit = **13**

No. of Transfer Withdrawls = **14**

No. of Transfer Deposit = **152**

CHD = Cash Deposit
CHW = Cash Withdrawl
CLT = Clearing

OPN = Opening
TRD = Transfer Deposit
TRW = Transfer Withdrawl

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct.

MANAGER
ACCOUNTS DEPARTMENT

Mingalarzay Branch
No.22,Corner of Yuzana Street and Sabai Street Mingalar Taung Nyunt Township
Yangon, Myanmar

Myanma Apex Bank®

Account No : 0150153015004442037 (MMK)

Name : MYANMAR DISTRIBUTION GROUP CO,LTD

Address : 16-E,EAST RACE COURSE ROAD TAMWE TSP

SNo	Date	Description	Narrative	Particular	Debit Amount	Credit Amount	Balance
1	01/08/2015	Balance Forward					17,517,515.75
2	03/08/2015	MISCELLANEOUS				8,617,992.00	26,135,507.75
3	03/08/2015	Interface Miscellaneous	005			23,300,000.00	49,435,507.75
4	03/08/2015	Cash Deposit	017			17,000,000.00	66,435,507.75
5	03/08/2015	MISCELLANEOUS				60,957,633.00	127,393,140.75
6	03/08/2015	MISCELLANEOUS				6,461,905.00	133,855,045.75
7	03/08/2015	MISCELLANEOUS				11,639,616.00	145,494,661.75
8	03/08/2015	MISCELLANEOUS				1,776,000.00	147,270,661.75
9	04/08/2015	Interface Miscellaneous	005			1,100,000.00	148,370,661.75
10	04/08/2015	Cash Deposit	017			16,000,000.00	164,370,661.75
11	04/08/2015	ACCOUNT TO ACCOUNT TRANSFER				29,175,798.00	193,546,459.75
12	04/08/2015	ONLINE SWEEP IN			63,165,000.00		130,381,459.75
13	04/08/2015	MISCELLANEOUS				2,010,050.00	132,391,509.75
14	05/08/2015	Interface Miscellaneous	005			800,000.00	133,191,509.75
15	05/08/2015	Cash Deposit	003			6,421,000.00	139,612,509.75
16	05/08/2015	ONLINE SWEEP IN	Che		139,000,000.00		612,509.75
17	06/08/2015	Cash Deposit	017			24,000,000.00	24,612,509.75
18	06/08/2015	Interface Miscellaneous	005			7,700,000.00	32,312,509.75
19	06/08/2015	ACCOUNT TO ACCOUNT TRANSFER				878,472.00	33,190,981.75
20	06/08/2015	ONLINE SWEEP IN			32,000,000.00		1,190,981.75
21	07/08/2015	Interface Miscellaneous	005			2,100,000.00	3,290,981.75
22	07/08/2015	Interface Miscellaneous	001			5,000,000.00	8,290,981.75
23	07/08/2015	MISCELLANEOUS	KBZ KBZ-kTO			3,494,258.61	11,785,240.36
24	07/08/2015	MISCELLANEOUS	KBZ KBZ-THA			6,121,757.36	17,906,997.72
25	07/08/2015	ACCOUNT TO ACCOUNT TRANSFER				452,750.00	18,359,747.72
26	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER				106,260.00	18,466,007.72
27	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER				878,472.00	19,344,479.72
28	10/08/2015	Cash Deposit	017			22,500,000.00	41,844,479.72
29	10/08/2015	Interface Miscellaneous	001			800,000.00	42,644,479.72
30	10/08/2015	Interface Miscellaneous	005			3,700,000.00	46,344,479.72
31	10/08/2015	ONLINE SWEEP IN			41,500,000.00		4,844,479.72

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32	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER					1,392,720.00	6,237,199.72
33	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER					160,000.00	6,397,199.72
34	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER					507,540.00	6,904,739.72
35	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER					5,543,317.00	12,448,056.72
36	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER					1,092,600.00	13,540,656.72
37	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER					2,245,711.00	15,786,367.72
38	10/08/2015	ACCOUNT TO ACCOUNT TRANSFER				160,000.00		15,626,367.72
39	11/08/2015	Cash Deposit	017				22,000,000.00	37,626,367.72
40	11/08/2015	Interface Miscellaneous	005				1,000,000.00	38,626,367.72
41	11/08/2015	Interface Miscellaneous	001				3,500,000.00	42,126,367.72
42	11/08/2015	ACCOUNT TO ACCOUNT TRANSFER					160,000.00	42,286,367.72
43	11/08/2015	ACCOUNT TO ACCOUNT TRANSFER					628,370.00	42,914,737.72
44	11/08/2015	ACCOUNT TO ACCOUNT TRANSFER					1,922,292.00	44,837,029.72
45	11/08/2015	ACCOUNT TO ACCOUNT TRANSFER					10,920,000.00	55,757,029.72
46	11/08/2015	ACCOUNT TO ACCOUNT TRANSFER					6,239,786.00	61,996,815.72
47	11/08/2015	ACCOUNT TO ACCOUNT TRANSFER				160,000.00		61,836,815.72
48	12/08/2015	Cash Deposit	017				20,000,000.00	81,836,815.72
49	12/08/2015	Interface Miscellaneous	005				1,100,000.00	82,936,815.72
50	12/08/2015	Interface Miscellaneous	001				1,800,000.00	84,736,815.72
51	12/08/2015	Interface Miscellaneous	027				2,444,000.00	87,180,815.72
52	12/08/2015	ACCOUNT TO ACCOUNT TRANSFER					244,800.00	87,425,615.72
53	12/08/2015	ACCOUNT TO ACCOUNT TRANSFER					1,207,000.00	88,632,615.72
54	13/08/2015	Interface Miscellaneous	005				1,500,000.00	90,132,615.72
55	13/08/2015	Cash Deposit	017				14,000,000.00	104,132,615.72
56	13/08/2015	Interface Miscellaneous	001				1,000,000.00	105,132,615.72
57	13/08/2015	ACCOUNT TO ACCOUNT TRANSFER					15,540,000.00	120,672,615.72
58	13/08/2015	ACCOUNT TO ACCOUNT TRANSFER					1,145,750.00	121,818,365.72
59	13/08/2015	ACCOUNT TO ACCOUNT TRANSFER					1,884,210.00	123,702,575.72
60	13/08/2015	ACCOUNT TO ACCOUNT TRANSFER					10,170,060.00	133,872,635.72

61	13/08/2015	ACCOUNT TO ACCOUNT TRANSFER				25,857,503.00	159,730,138.72
62	14/08/2015	Interface Miscellaneous	005			6,400,000.00	166,130,138.72
63	14/08/2015	ONLINE SWEEP IN			105,000,000.00		61,130,138.72
64	14/08/2015	Interface Miscellaneous	001			1,900,000.00	63,030,138.72
65	14/08/2015	MISCELLANEOUS	CB- CB-HPAA			4,100,000.00	67,130,138.72
66	14/08/2015	ACCOUNT TO ACCOUNT TRANSFER				566,800.00	67,696,938.72
67	17/08/2015	Interface Miscellaneous	005			1,500,000.00	69,196,938.72
68	17/08/2015	Interface Miscellaneous	001			1,900,000.00	71,096,938.72
69	17/08/2015	ACCOUNT TO ACCOUNT TRANSFER				2,042,888.00	73,139,826.72
70	17/08/2015	ACCOUNT TO ACCOUNT TRANSFER				1,421,915.00	74,561,741.72
71	17/08/2015	ACCOUNT TO ACCOUNT TRANSFER				10,000,000.00	84,561,741.72
72	17/08/2015	ACCOUNT TO ACCOUNT TRANSFER				60,053,471.00	144,615,212.72
73	17/08/2015	ACCOUNT TO ACCOUNT TRANSFER				4,334,438.00	148,949,650.72
74	17/08/2015	ACCOUNT TO ACCOUNT TRANSFER				471,576.00	149,421,226.72
75	18/08/2015	ACCOUNT TO ACCOUNT TRANSFER				375,585.00	149,796,811.72
76	18/08/2015	ONLINE SWEEP IN			60,000,000.00		89,796,811.72
77	18/08/2015	Interface Miscellaneous	005			1,000,000.00	90,796,811.72
78	18/08/2015	Interface Miscellaneous	001			1,000,000.00	91,796,811.72
79	18/08/2015	ONLINE SWEEP IN	Che		90,000,000.00		1,796,811.72
80	18/08/2015	ACCOUNT TO ACCOUNT TRANSFER				9,800,000.00	11,596,811.72
81	18/08/2015	ACCOUNT TO ACCOUNT TRANSFER				1,674,624.00	13,271,435.72
82	18/08/2015	ACCOUNT TO ACCOUNT TRANSFER				12,841,920.00	26,113,355.72
83	18/08/2015	ACCOUNT TO ACCOUNT TRANSFER				3,300,000.00	29,413,355.72
84	19/08/2015	ACCOUNT TO ACCOUNT TRANSFER				24,717,400.00	54,130,755.72
85	19/08/2015	Interface Miscellaneous	005			1,100,000.00	55,230,755.72
86	19/08/2015	ACCOUNT TO ACCOUNT TRANSFER				20,000,000.00	75,230,755.72
87	19/08/2015	ONLINE SWEEP IN			28,000,000.00		47,230,755.72
88	19/08/2015	Cash Deposit	017			15,000,000.00	62,230,755.72
89	19/08/2015	Interface Miscellaneous	001			2,300,000.00	64,530,755.72
90	19/08/2015	ACCOUNT TO ACCOUNT TRANSFER				348,390.00	64,879,145.72

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91	20/08/2015	Cash Deposit	017			23,000,000.00	87,879,145.72
92	20/08/2015	Interface Miscellaneous	005			800,000.00	88,679,145.72
93	20/08/2015	MISCELLANEOUS	CB- CB- DAW			6,400,000.00	95,079,145.72
94	20/08/2015	Interface Miscellaneous	001			700,000.00	95,779,145.72
95	20/08/2015	ACCOUNT TO ACCOUNT TRANSFER				1,036,800.00	96,815,945.72
96	21/08/2015	ACCOUNT TO ACCOUNT TRANSFER				244,800.00	97,060,745.72
97	21/08/2015	ACCOUNT TO ACCOUNT TRANSFER				22,000,000.00	119,060,745.72
98	21/08/2015	Interface Miscellaneous	005			700,000.00	119,760,745.72
99	21/08/2015	Cash Deposit	017			9,000,000.00	128,760,745.72
100	21/08/2015	ONLINE SWEEP IN			53,000,000.00		75,760,745.72
101	21/08/2015	Interface Miscellaneous	001			2,500,000.00	78,260,745.72
102	21/08/2015	MISCELLANEOUS	CB- CB- MWD(			6,000,000.00	84,260,745.72
103	21/08/2015	ACCOUNT TO ACCOUNT TRANSFER				19,164,600.00	103,425,345.72
104	21/08/2015	ACCOUNT TO ACCOUNT TRANSFER				1,381,936.00	104,807,281.72
105	24/08/2015	Interface Miscellaneous	005			900,000.00	105,707,281.72
106	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				5,127,300.00	110,834,581.72
107	24/08/2015	Interface Miscellaneous	011			31,600,000.00	142,434,581.72
108	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				18,000,000.00	160,434,581.72
109	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				20,329,200.00	180,763,781.72
110	24/08/2015	Interface Miscellaneous	001			2,700,000.00	183,463,781.72
111	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				22,717,400.00	206,181,181.72
112	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				7,755,803.00	213,936,984.72
113	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				19,833,819.00	233,770,803.72
114	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				2,243,850.00	236,014,653.72
115	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				370,800.00	236,385,453.72
116	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				338,640.00	236,724,093.72
117	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				716,400.00	237,440,493.72
118	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				229,320.00	237,669,813.72
119	24/08/2015	ACCOUNT TO ACCOUNT TRANSFER				3,000,000.00	240,669,813.72

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120	25/08/2015	Interface Miscellaneous	005			1,400,000.00	242,069,813.72
121	25/08/2015	Interface Miscellaneous	001			1,600,000.00	243,669,813.72
122	25/08/2015	ONLINE SWEEP IN			40,000,000.00		203,669,813.72
123	25/08/2015	ONLINE SWEEP IN	044		45,500,000.00		158,169,813.72
124	25/08/2015	ONLINE SWEEP IN			71,000,000.00		87,169,813.72
125	25/08/2015	ACCOUNT TO ACCOUNT TRANSFER				5,496,000.00	92,665,813.72
126	25/08/2015	ACCOUNT TO ACCOUNT TRANSFER				347,400.00	93,013,213.72
127	25/08/2015	ACCOUNT TO ACCOUNT TRANSFER				12,841,920.00	105,855,133.72
128	25/08/2015	ACCOUNT TO ACCOUNT TRANSFER				436,515.00	106,291,648.72
129	25/08/2015	ACCOUNT TO ACCOUNT TRANSFER				1,065,072.00	107,356,720.72
130	26/08/2015	ACCOUNT TO ACCOUNT TRANSFER				501,825.00	107,858,545.72
131	26/08/2015	Interface Miscellaneous	005			800,000.00	108,658,545.72
132	26/08/2015	Interface Miscellaneous	001			2,100,000.00	110,758,545.72
133	26/08/2015	ONLINE SWEEP IN			40,000,000.00		70,758,545.72
134	26/08/2015	ONLINE SWEEP IN	Che		70,000,000.00		758,545.72
135	26/08/2015	ACCOUNT TO ACCOUNT TRANSFER				3,456,000.00	4,214,545.72
136	26/08/2015	ACCOUNT TO ACCOUNT TRANSFER				3,771,500.00	7,986,045.72
137	27/08/2015	Cash Deposit	017			17,000,000.00	24,986,045.72
138	27/08/2015	Interface Miscellaneous	001			1,800,000.00	26,786,045.72
139	27/08/2015	Interface Miscellaneous	005			3,200,000.00	29,986,045.72
140	27/08/2015	MISCELLANEOUS	CB- CB-DAWE			15,400,000.00	45,386,045.72
141	27/08/2015	ACCOUNT TO ACCOUNT TRANSFER				1,062,300.00	46,448,345.72
142	27/08/2015	ACCOUNT TO ACCOUNT TRANSFER				2,039,500.00	48,487,845.72
143	27/08/2015	ACCOUNT TO ACCOUNT TRANSFER				122,472.00	48,610,317.72
144	27/08/2015	ACCOUNT TO ACCOUNT TRANSFER				15,120,000.00	63,730,317.72
145	27/08/2015	ACCOUNT TO ACCOUNT TRANSFER				174,200.00	63,904,517.72
146	27/08/2015	Interface Miscellaneous	013			8,500,000.00	72,404,517.72
147	28/08/2015	Interface Miscellaneous	005			800,000.00	73,204,517.72
148	28/08/2015	ACCOUNT TO ACCOUNT TRANSFER				7,173,402.00	80,377,919.72
149	28/08/2015	Interface Miscellaneous	001			4,200,000.00	84,577,919.72
150	28/08/2015	MISCELLANEOUS	CB- CB-HPAN			8,800,000.00	93,377,919.72

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151	28/08/2015	ONLINE SWEEP IN			82,875,000.00		10,502,919.72
152	28/08/2015	ACCOUNT TO ACCOUNT TRANSFER				7,173,402.00	17,676,321.72
153	28/08/2015	ACCOUNT TO ACCOUNT TRANSFER				608,490.00	18,284,811.72
154	28/08/2015	ACCOUNT TO ACCOUNT TRANSFER				8,535,000.00	26,819,811.72
155	28/08/2015	ACCOUNT TO ACCOUNT TRANSFER			8,535,000.00		18,284,811.72
156	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				19,051,560.00	37,336,371.72
157	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				19,164,600.00	56,500,971.72
158	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				18,000,000.00	74,500,971.72
159	31/08/2015	Cash Deposit	017			30,000,000.00	104,500,971.72
160	31/08/2015	Interface Miscellaneous	005			6,000,000.00	110,500,971.72
161	31/08/2015	MISCELLANEOUS	KBZ KBZ-MYA			324,300.00	110,825,271.72
162	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				4,194,510.00	115,019,781.72
163	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				9,253,820.00	124,273,601.72
164	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				34,426,331.00	158,699,932.72
165	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				600,000.00	159,299,932.72
166	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				14,365,479.00	173,665,411.72
167	31/08/2015	ACCOUNT TO ACCOUNT TRANSFER				8,535,000.00	182,200,411.72
168	31/08/2015	ONLINE SWEEP IN			110,000,000.00		72,200,411.72
169	31/08/2015	MISCELLANEOUS	KBZ KBZ-THA			3,984,810.78	76,185,222.50
170	31/08/2015	MISCELLANEOUS	KBZ KBZ-MYA			648,650.00	76,833,872.50
171	31/08/2015	Special Interest Payment				475,960.37	77,309,832.87

31/08/2015	Balance	77,309,832.87

Previous Balance	+	Total Deposit	-	Total Withdrawl	=	Total Balance
17,517,515.75	**+**	**1,139,687,317.12**	**-**	**1,079,895,000.00**	**=**	**77,309,832.87**

No. of Cash Withdrawls	=	**0**	No. of Transfer Withdrawls	=	**19**
No. of Cash Deposit	=	**13**	No. of Transfer Deposit	=	**138**

CHD = Cash Deposit
CHW = Cash Withdrawl
CLT = Clearing

OPN = Opening
TRD = Transfer Deposit
TRW = Transfer Withdrawl

Myanma Apex Bank®

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct.

MANAGER
ACCOUNTS DEPARTMENT

Mingalarzay Branch
No.22,Corner of Yuzana Street and Sabai Street Mingalar Taung Nyunt Township
Yangon, Myanmar

YOMA BANK

The Responsible Bank.

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

025 37 501729 3

Date Between 01-Jun-2015 and 30-Jun-2015

31-May-2015	Opening Balance			100,971,466.69
01-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		8,200,000.00	109,171,466.69
01-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,900,000.00	111,071,466.69
01-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		2,200,000.00	113,271,466.69
01-Jun-2015	Transfer Deposit, Lashio Branch, EI NOE THET		20,900,000.00	134,171,466.69
01-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		20,800,000.00	154,971,466.69
01-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		3,600,000.00	158,571,466.69
01-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		4,000,000.00	162,571,466.69
01-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,800,000.00	164,371,466.69
01-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		10,000,000.00	174,371,466.69
01-Jun-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo(MDG)		5,000,000.00	179,371,466.69
01-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		24,000,000.00	203,371,466.69
01-Jun-2015	TW	79,000,000.00		124,371,466.69

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

025 37 501729 3

Date Between 01-Jun-2015 and 30-Jun-2015

02-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		600,000.00	124,971,466.69
02-Jun-2015	Transfer Deposit, Lashio Branch, EI NOE THET		900,000.00	125,871,466.69
0[illegible]un-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		600,000.00	126,471,466.69
02-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		1,800,000.00	128,271,466.69
02-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		13,800,000.00	142,071,466.69
02-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		500,000.00	142,571,466.69
02-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		7,000,000.00	149,571,466.69
02-Jun-2015	Transfer Deposit, Myaungmya Branch, Myat Ko Ko Win		3,858,470.00	153,429,936.69
02-Jun-2015	TW	130,000,000.00		23,429,936.69
03-Jun-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		1,400,000.00	24,829,936.69
03-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		900,000.00	25,729,936.69
03-[illegible]-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		500,000.00	26,229,936.69
03-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		1,400,000.00	27,629,936.69

Print Date/ Time : 21/09/2015 11:13:23AM

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

025 37 501729 3

Date Between 01-Jun-2015 and 30-Jun-2015

03-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	600,000.00	28,229,936.69
03-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe,Daw	4,400,000.00	32,629,936.69
0[illegible]-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	2,000,000.00	34,629,936.69
03-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe,Daw	2,900,000.00	37,529,936.69
04-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,400,000.00	38,929,936.69
04-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	900,000.00	39,829,936.69
04-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	2,500,000.00	42,329,936.69
04-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	400,000.00	42,729,936.69
04-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	1,100,000.00	43,829,936.69
04-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe,Daw	7,100,000.00	50,929,936.69
04-[illegible]n-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	600,000.00	51,529,936.69
05-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	600,000.00	52,129,936.69

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Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

025 37 501729 3

Date Between 01-Jun-2015 and 30-Jun-2015

05-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		600,000.00	52,729,936.69
05-Jun-2015	Transfer Deposit, Lashio Branch, EI NOE THET		600,000.00	53,329,936.69
(un-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		500,000.00	53,829,936.69
05-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		5,300,000.00	59,129,936.69
05-Jun-2015	TW	20,000,000.00		39,129,936.69
05-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,300,000.00	40,429,936.69
05-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe,Daw		1,900,000.00	42,329,936.69
05-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	44,329,936.69
05-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe,Daw		1,900,000.00	46,229,936.69
05-Jun-2015	Transfer Deposit, Lashio Branch, EI NOE THET		4,500,000.00	50,729,936.69
08-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		2,600,000.00	53,329,936.69
08-. .a-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		3,600,000.00	56,929,936.69
08-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		600,000.00	57,529,936.69

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08-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		5,000,000.00	62,529,936.69
08-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		16,700,000.00	79,229,936.69
0[illegible]un-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,350,000.00	81,579,936.69
08-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		1,700,000.00	83,279,936.69
08-Jun-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo(MDG)		1,300,000.00	84,579,936.69
08-Jun-2015	TW	30,000,000.00		54,579,936.69
08-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,500,000.00	56,079,936.69
08-Jun-2015	Transfer Deposit, Yangon Main Branch, 001-00-210405-0		3,400,000.00	59,479,936.69
08-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		2,900,000.00	62,379,936.69
09-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		1,500,000.00	63,879,936.69
09-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		2,400,000.00	66,279,936.69
09-[illegible]-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		5,200,000.00	71,479,936.69
09-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,500,000.00	73,979,936.69

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09-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,200,000.00	76,179,936.69
09-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		700,000.00	76,879,936.69
-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		900,000.00	77,779,936.69
09-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		4,600,000.00	82,379,936.69
09-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		1,300,000.00	83,679,936.69
09-Jun-2015	TW	83,500,000.00		179,936.69
09-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe;Daw		5,000,000.00	5,179,936.69
10-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,300,000.00	6,479,936.69
10-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		5,900,000.00	12,379,936.69
10-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		900,000.00	13,279,936.69
10-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		1,000,000.00	14,279,936.69
1[illegible]-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		800,000.00	15,079,936.69
10-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		1,500,000.00	16,579,936.69

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10-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	400,000.00	16,979,936.69
10-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu	1,200,000.00	18,179,936.69
[illegible] Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	4,500,000.00	22,679,936.69
10-Jun-2015	Transfer Deposit, Yangon Main Branch, 001-00-210405-0	1,800,000.00	24,479,936.69
11-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	1,800,000.00	26,279,936.69
11-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,200,000.00	27,479,936.69
11-Jun-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	900,000.00	28,379,936.69
11-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	900,000.00	29,279,936.69
11-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	2,800,000.00	32,079,936.69
11-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si	4,000,000.00	36,079,936.69
11-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	700,000.00	36,779,936.69
11-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	3,800,000.00	40,579,936.69

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11-Jun-2015	Transfer Deposit, Yangon Main Branch, 001-00-210405-0	3,000,000.00	43,579,936.69
11-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	12,000,000.00	55,579,936.69
Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu	2,300,000.00	57,879,936.69
12-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,100,000.00	58,979,936.69
12-Jun-2015	Transfer Deposit, Magway Branch, MDG Co Ltd;	700,000.00	59,679,936.69
12-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	800,000.00	60,479,936.69
12-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	500,000.00	60,979,936.69
12-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	3,400,000.00	64,379,936.69
12-Jun-2015	Transfer Deposit, Yangon Main Branch, 001-00-210405-0	1,900,000.00	66,279,936.69
15-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	1,600,000.00	67,879,936.69
15-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si	1,100,000.00	68,979,936.69
15-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	12,300,000.00	81,279,936.69

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15-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	4,000,000.00	85,279,936.69
15-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	4,600,000.00	89,879,936.69
[illegible]un-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	8,400,000.00	98,279,936.69
15-Jun-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo	2,000,000.00	100,279,936.69
15-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	650,000.00	100,929,936.69
15-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	2,000,000.00	102,929,936.69
15-Jun-2015	Transfer Deposit, Yangon Main Branch, 001-00-210405-0	3,400,000.00	106,329,936.69
15-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	4,000,000.00	110,329,936.69
15-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu	4,900,000.00	115,229,936.69
16-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	2,600,000.00	117,829,936.69
16-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	2,200,000.00	120,029,936.69
16-Jun-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo	17,000,000.00	137,029,936.69

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16-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		900,000.00	137,929,936.69
16-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		14,400,000.00	152,329,936.69
[illegible]-Jun-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,700,000.00	154,029,936.69
16-Jun-2015	TW	50,000,000.00		104,029,936.69
16-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		2,100,000.00	106,129,936.69
16-Jun-2015	Transfer Deposit, Yangon Main Branch, Thin Thin Swe,Daw		1,900,000.00	108,029,936.69
16-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		1,500,000.00	109,529,936.69
16-Jun-2015	TW	63,500,000.00		46,029,936.69
17-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		1,000,000.00	47,029,936.69
17-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		4,000,000.00	51,029,936.69
17-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,950,000.00	52,979,936.69
17 [illegible]-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		5,000,000.00	57,979,936.69
17-Jun-2015	Transfer Deposit, Pyay Branch, ko Aung Zaw Oo		3,000,000.00	60,979,936.69

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17-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		1,400,000.00	62,379,936.69
17-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,600,000.00	63,979,936.69
[illegible]-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		4,000,000.00	67,979,936.69
17-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		2,300,000.00	70,279,936.69
17-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,000,000.00	71,279,936.69
17-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		2,300,000.00	73,579,936.69
17-Jun-2015	TW	520,800.00		73,059,136.69
18-Jun-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo(MDG)		5,000,000.00	78,059,136.69
18-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		2,600,000.00	80,659,136.69
18-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		2,500,000.00	83,159,136.69
18-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,800,000.00	84,959,136.69
18-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,500,000.00	87,459,136.69
18-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		3,000,000.00	90,459,136.69

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18-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	92,459,136.69
18-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		2,500,000.00	94,959,136.69
1[illegible]-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		1,100,000.00	96,059,136.69
19-Jun-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo(MDG)		1,500,000.00	97,559,136.69
19-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		4,100,000.00	101,659,136.69
19-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,600,000.00	103,259,136.69
19-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		1,300,000.00	104,559,136.69
19-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		1,800,000.00	106,359,136.69
19-Jun-2015	Transfer Deposit, Magway Branch, MDG Co Ltd;		900,000.00	107,259,136.69
19-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		400,000.00	107,659,136.69
19-[illegible]n-2015	Transfer Deposit, Lashio Branch, EI NOE THET		11,600,000.00	119,259,136.69
19-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,600,000.00	120,859,136.69
22-Jun-2015	TW	30,000,000.00		90,859,136.69

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22-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		900,000.00	91,759,136.69
22-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		1,600,000.00	93,359,136.69
__-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		3,300,000.00	96,659,136.69
22-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		9,200,000.00	105,859,136.69
22-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,400,000.00	108,259,136.69
22-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		4,400,000.00	112,659,136.69
22-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		7,000,000.00	119,659,136.69
22-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		3,700,000.00	123,359,136.69
22-Jun-2015	TW	37,000,000.00		86,359,136.69
22-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		6,000,000.00	92,359,136.69
22-Jun-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		5,000,000.00	97,359,136.69
22-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		14,100,000.00	111,459,136.69
23-Jun-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo(MDG)		1,500,000.00	112,959,136.69

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23-Jun-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	3,600,000.00	116,559,136.69
23-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	7,700,000.00	124,259,136.69
[illegible]-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	550,000.00	124,809,136.69
23-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	23,300,000.00	148,109,136.69
23-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si	4,400,000.00	152,509,136.69
23-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	1,100,000.00	153,609,136.69
23-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	4,000,000.00	157,609,136.69
23-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu	5,100,000.00	162,709,136.69
23-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	10,000,000.00	172,709,136.69
23-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	2,000,000.00	174,709,136.69
24-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	1,900,000.00	176,609,136.69
24-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,000,000.00	177,609,136.69

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24-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		700,000.00	178,309,136.69
24-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		3,000,000.00	181,309,136.69
2 .-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,000,000.00	183,309,136.69
24-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		3,100,000.00	186,409,136.69
24-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		800,000.00	187,209,136.69
24-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		900,000.00	188,109,136.69
24-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,500,000.00	189,609,136.69
24-Jun-2015	TW	140,000,000.00		49,609,136.69
25-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		1,200,000.00	50,809,136.69
25-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		900,000.00	51,709,136.69
25-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		700,000.00	52,409,136.69
25-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		700,000.00	53,109,136.69
25-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		4,800,000.00	57,909,136.69

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25-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,500,000.00	59,409,136.69
25-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	61,409,136.69
25-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		2,400,000.00	63,809,136.69
26-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,500,000.00	65,309,136.69
26-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,000,000.00	67,309,136.69
26-Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		2,600,000.00	69,909,136.69
26-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si		900,000.00	70,809,136.69
26-Jun-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		800,000.00	71,609,136.69
26-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		15,800,000.00	87,409,136.69
26-Jun-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw		900,000.00	88,309,136.69
26[illegible]n-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		2,600,000.00	90,909,136.69
26-Jun-2015	TW	88,000,000.00		2,909,136.69
29-Jun-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		3,600,000.00	6,509,136.69

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29-Jun-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	5,000,000.00	11,509,136.69
29-Jun-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	2,000,000.00	13,509,136.69
[illegible] Jun-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	4,800,000.00	18,309,136.69
29-Jun-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)	6,000,000.00	24,309,136.69
29-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	1,900,000.00	26,209,136.69
29-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	3,000,000.00	29,209,136.69
29-Jun-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	7,500,000.00	36,709,136.69
29-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,100,000.00	37,809,136.69
30-Jun-2015	Transfer Deposit, Magway Branch, MDG Co Ltd;	1,800,000.00	39,609,136.69
30-Jun-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	4,700,000.00	44,309,136.69
30-Jun-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	4,600,000.00	48,909,136.69
30-Jun-2015	Transfer Deposit, Kale Branch, Ma May Si	2,400,000.00	51,309,136.69

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30-Jun-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,200,000.00	52,509,136.69
30-Jun-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	2,000,000.00	54,509,136.69
[illegible] Jun-2015	Transfer Deposit, Lashio Branch, EI NOE THET	9,500,000.00	64,009,136.69
30-Jun-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu	3,200,000.00	67,209,136.69
30-Jun-2015	INT	38,200.24	67,247,336.93

67,247,336.93

207 **12**

100,971,466.69	**717,796,670.24**	**751,520,800.00**	**67,247,336.93**

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Senior Branch Manager
Yoma Bank Ltd.
Mingalarzay Branch

YOMA BANK

The Responsible Bank.

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

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Date Between 01-Jul-2015 and 31-Jul-2015

30-Jun-2015	Opening Balance		67,247,336.93
01-Jul-2015	Transfer Deposit, Magway Branch, MDG CoLtd;	4,400,000.00	71,647,336.93
01-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	2,500,000.00	74,147,336.93
01-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET	5,300,000.00	79,447,336.93
01-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	4,950,000.00	84,397,336.93
01-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)	12,000,000.00	96,397,336.93
01-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	14,200,000.00	110,597,336.93
01-Jul-2015	Transfer Deposit, Muse Branch, NAN YADANA AYE	20,000,000.00	130,597,336.93
01-Jul-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw	3,500,000.00	134,097,336.93
01-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,000,000.00	135,097,336.93
01-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	29,000,000.00	164,097,336.93
01-Jul-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu	7,300,000.00	171,397,336.93
02-Jul-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	400,000.00	171,797,336.93

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Date Between 01-Jul-2015 and 31-Jul-2015

02-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		3,500,000.00	175,297,336.93
02-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		4,900,000.00	180,197,336.93
02-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		400,000.00	180,597,336.93
02-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		800,000.00	181,397,336.93
02-Jul-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw		600,000.00	181,997,336.93
02-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		9,000,000.00	190,997,336.93
02-Jul-2015	TW	181,000,000.00		9,997,336.93
02-Jul-2015	Transfer Deposit, Paungde, Aung Pyae Sone Thu		1,700,000.00	11,697,336.93
03-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,900,000.00	13,597,336.93
03-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		1,000,000.00	14,597,336.93
03-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		800,000.00	15,397,336.93
03-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,400,000.00	17,797,336.93
03-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si		800,000.00	18,597,336.93

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Date Between 01-Jul-2015 and 31-Jul-2015

03-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,000,000.00	19,597,336.93
03-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	400,000.00	19,997,336.93
[illegible]-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	1,500,000.00	21,497,336.93
06-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET	2,400,000.00	23,897,336.93
06-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	3,100,000.00	26,997,336.93
06-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	1,000,000.00	27,997,336.93
06-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,500,000.00	29,497,336.93
06-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	1,700,000.00	31,197,336.93
06-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	1,500,000.00	32,697,336.93
06-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si	2,300,000.00	34,997,336.93
07-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	2,400,000.00	37,397,336.93
07-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	1,600,000.00	38,997,336.93

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Date Between 01-Jul-2015 and 31-Jul-2015

07-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		2,200,000.00	41,197,336.93
07-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,650,000.00	42,847,336.93
([illegible]ul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		500,000.00	43,347,336.93
07-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,500,000.00	44,847,336.93
08-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		3,300,000.00	48,147,336.93
08-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		400,000.00	48,547,336.93
08-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		500,000.00	49,047,336.93
08-Jul-2015	TW	39,962,000.00		9,085,336.93
08-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		6,900,000.00	15,985,336.93
08-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,400,000.00	17,385,336.93
08-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,100,000.00	18,485,336.93
08 [illegible]-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,000,000.00	19,485,336.93
09-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		3,000,000.00	22,485,336.93

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Date Between 01-Jul-2015 and 31-Jul-2015

09-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	400,000.00	22,885,336.93
09-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	600,000.00	23,485,336.93
0[illegible]-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	3,000,000.00	26,485,336.93
09-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	2,500,000.00	28,985,336.93
09-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	4,500,000.00	33,485,336.93
09-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	1,000,000.00	34,485,336.93
10-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	1,700,000.00	36,185,336.93
10-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	900,000.00	37,085,336.93
10-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	1,000,000.00	38,085,336.93
10-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,200,000.00	39,285,336.93
10-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	400,000.00	39,685,336.93
10-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	5,600,000.00	45,285,336.93

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Date Between 01-Jul-2015 and 31-Jul-2015

10-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si	3,800,000.00	49,085,336.93
10-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	500,000.00	49,585,336.93
[illegible]-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	2,000,000.00	51,585,336.93
13-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	2,300,000.00	53,885,336.93
13-Jul-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo (MDG)	3,000,000.00	56,885,336.93
13-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	1,300,000.00	58,185,336.93
13-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	1,600,000.00	59,785,336.93
13-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	5,000,000.00	64,785,336.93
13-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	5,900,000.00	70,685,336.93
13-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	4,200,000.00	74,885,336.93
13-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	4,000,000.00	78,885,336.93
14-Jul-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	700,000.00	79,585,336.93

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Date Between 01-Jul-2015 and 31-Jul-2015

14-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		1,300,000.00	80,885,336.93
14-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si		1,000,000.00	81,885,336.93
14-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		700,000.00	82,585,336.93
14-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		8,500,000.00	91,085,336.93
14-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		500,000.00	91,585,336.93
14-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		800,000.00	92,385,336.93
14-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,000,000.00	93,385,336.93
14-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		2,100,000.00	95,485,336.93
14-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	97,485,336.93
14-Jul-2015	TW	34,000,000.00		63,485,336.93
15-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		500,000.00	63,985,336.93
15-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		400,000.00	64,385,336.93
15-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		1,200,000.00	65,585,336.93

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15-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,100,000.00	66,685,336.93
15-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		6,500,000.00	73,185,336.93
[illegible]ul-2015	TW	73,000,000.00		185,336.93
16-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		1,500,000.00	1,685,336.93
16-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		7,100,000.00	8,785,336.93
16-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,000,000.00	9,785,336.93
16-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		600,000.00	10,385,336.93
16-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,800,000.00	13,185,336.93
16-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		11,800,000.00	24,985,336.93
16-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,400,000.00	26,385,336.93
16-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo(MDG)		7,000,000.00	33,385,336.93
16-[illegible]-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		3,200,000.00	36,585,336.93
16-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,000,000.00	37,585,336.93

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17-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		500,000.00	38,085,336.93
17-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		5,400,000.00	43,485,336.93
[illegible]-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,200,000.00	44,685,336.93
17-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,000,000.00	46,685,336.93
17-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,200,000.00	47,885,336.93
17-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,200,000.00	49,085,336.93
17-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,500,000.00	51,585,336.93
17-Jul-2015	TW	49,000,000.00		2,585,336.93
17-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		700,000.00	3,285,336.93
20-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		4,000,000.00	7,285,336.93
20-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		2,600,000.00	9,885,336.93
20-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		11,100,000.00	20,985,336.93
20-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,200,000.00	22,185,336.93

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20-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,900,000.00	24,085,336.93
20-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si	1,300,000.00	25,385,336.93
[illegible]-Jul-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	7,200,000.00	32,585,336.93
20-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	3,000,000.00	35,585,336.93
20-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	3,500,000.00	39,085,336.93
20-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	6,300,000.00	45,385,336.93
21-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	6,300,000.00	51,685,336.93
21-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	3,400,000.00	55,085,336.93
21-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	500,000.00	55,585,336.93
21-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)	2,400,000.00	57,985,336.93
21-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	2,100,000.00	60,085,336.93
21-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si	6,000,000.00	66,085,336.93

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21-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,400,000.00	67,485,336.93
21-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		1,400,000.00	68,885,336.93
[illegible]-Jul-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw		10,500,000.00	79,385,336.93
21-Jul-2015	TW	79,000,000.00		385,336.93
22-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		700,000.00	1,085,336.93
22-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		900,000.00	1,985,336.93
22-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		3,300,000.00	5,285,336.93
22-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,700,000.00	6,985,336.93
22-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		3,500,000.00	10,485,336.93
22-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		8,500,000.00	18,985,336.93
22-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	20,985,336.93
22-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		700,000.00	21,685,336.93
23-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		11,200,000.00	32,885,336.93

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23-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET	2,000,000.00	34,885,336.93
23-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	3,000,000.00	37,885,336.93
23-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)	1,200,000.00	39,085,336.93
23-Jul-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	700,000.00	39,785,336.93
23-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	900,000.00	40,685,336.93
23-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	10,600,000.00	51,285,336.93
23-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	9,400,000.00	60,685,336.93
24-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	2,500,000.00	63,185,336.93
24-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	1,400,000.00	64,585,336.93
24-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	900,000.00	65,485,336.93
2[illegible]1-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	700,000.00	66,185,336.93
24-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	1,800,000.00	67,985,336.93

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24-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo(MDG)	1,200,000.00	69,185,336.93
24-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	500,000.00	69,685,336.93
24-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	2,000,000.00	71,685,336.93
24-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	2,700,000.00	74,385,336.93
27-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	5,100,000.00	79,485,336.93
27-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si	2,000,000.00	81,485,336.93
27-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	2,000,000.00	83,485,336.93
27-Jul-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	900,000.00	84,385,336.93
27-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	2,300,000.00	86,685,336.93
27-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET	8,500,000.00	95,185,336.93
27-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	11,200,000.00	106,385,336.93
27-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	6,200,000.00	112,585,336.93

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27-Jul-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		2,500,000.00	115,085,336.93
27-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		3,000,000.00	118,085,336.93
27-Jul-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		1,500,000.00	119,585,336.93
27-Jul-2015	TW .	69,500,000.00		50,085,336.93
28-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,300,000.00	52,385,336.93
28-Jul-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		1,400,000.00	53,785,336.93
28-Jul-2015	Transfer Deposit, Lashio Branch, Ma Ei Noe Thet		2,900,000.00	56,685,336.93
28-Jul-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		1,000,000.00	57,685,336.93
28-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		5,200,000.00	62,885,336.93
29-Jul-2015	Transfer Deposit, Lashio Branch, EI NOE THET		2,200,000.00	65,085,336.93
29-Jul-2015	Transfer Deposit, Kale Branch, Ma May Si		1,000,000.00	66,085,336.93
29-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		4,700,000.00	70,785,336.93
29-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,100,000.00	72,885,336.93

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Mingalarzay Branch

025 37 501729 3

Date Between 01-Jul-2015 and 31-Jul-2015

29-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		900,000.00	73,785,336.93
29-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	75,785,336.93
29-Jul-2015	Transfer Deposit, Myaungmya Branch, Ma Kyi Kyi Saing		4,870,480.00	80,655,816.93
30-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		6,400,000.00	87,055,816.93
30-Jul-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		3,900,000.00	90,955,816.93
30-Jul-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		7,500,000.00	98,455,816.93
30-Jul-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		12,000,000.00	110,455,816.93
30-Jul-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		5,000,000.00	115,455,816.93
30-Jul-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		1,400,000.00	116,855,816.93
30-Jul-2015	TW	55,698,000.00		61,157,816.93

61,157,816.93

177 **8**

67,247,336.93	**575,070,480.00**	**581,160,000.00**	**61,157,816.93**

Senior Branch Manager
Yoma Bank Ltd.
Mingalarzay Branch

Print Date/ Time : 21/09/2015 11:17:43AM

YOMA BANK

The Responsible Bank.

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

025 37 501729 3

Date Between 01-Aug-2015 and 31-Aug-2015

31-Jul-2015	Opening Balance		61,157,816.93
03-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)	7,900,000.00	69,057,816.93
Aug-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	17,200,000.00	86,257,816.93
03-Aug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mat Min Han	36,000,000.00	122,257,816.93
03-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	7,850,000.00	130,107,816.93
03-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	14,700,000.00	144,807,816.93
03-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	20,300,000.00	165,107,816.93
03-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	23,500,000.00	188,607,816.93
03-Aug-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw	13,000,000.00	201,607,816.93
03-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	2,500,000.00	204,107,816.93
03-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	13,000,000.00	217,107,816.93
04-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	400,000.00	217,507,816.93
04-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET	900,000.00	218,407,816.93

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
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Date Between 01-Aug-2015 and 31-Aug-2015

04-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		1,100,000.00	219,507,816.93
04-Aug-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw		500,000.00	220,007,816.93
04-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		1,000,000.00	221,007,816.93
04-Aug-2015	CD		3,000.00	221,010,816.93
04-Aug-2015	TW	221,000,000.00		10,816.93
05-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		900,000.00	910,816.93
05-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,300,000.00	2,210,816.93
05-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		700,000.00	2,910,816.93
05-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		400,000.00	3,310,816.93
05-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		900,000.00	4,210,816.93
05-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,400,000.00	5,610,816.93
0[illegible]ug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		1,500,000.00	7,110,816.93
06-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		800,000.00	7,910,816.93

Myanmar Distribution Group Co.,Ltd
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Mingalarzay Branch

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Date Between 01-Aug-2015 and 31-Aug-2015

06-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		900,000.00	8,810,816.93
06-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		500,000.00	9,310,816.93
[illegible]-Aug-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw		1,000,000.00	10,310,816.93
06-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		500,000.00	10,810,816.93
06-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		700,000.00	11,510,816.93
06-Aug-2015	CD		10,650,000.00	22,160,816.93
06-Aug-2015	TW	22,150,000.00		10,816.93
07-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,900,000.00	1,910,816.93
07-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		600,000.00	2,510,816.93
07-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		500,000.00	3,010,816.93
07-Aug-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		500,000.00	3,510,816.93
0[illegible]g-2015	Transfer Deposit, Sittwe Branch, U Mg Tun Kyaw		1,000,000.00	4,510,816.93
07-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,500,000.00	6,010,816.93

Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
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Date Between 01-Aug-2015 and 31-Aug-2015

10-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		8,000,000.00	14,010,816.93
10-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET		4,100,000.00	18,110,816.93
1ᴗ-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		3,700,000.00	21,810,816.93
10-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,400,000.00	23,210,816.93
10-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,000,000.00	24,210,816.93
10-Aug-2015	Transfer Deposit, Kale Branch, Ma May Si		6,000,000.00	30,210,816.93
10-Aug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		2,500,000.00	32,710,816.93
10-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,500,000.00	34,210,816.93
10-Aug-2015	CD		8,500,000.00	42,710,816.93
10-Aug-2015	CW	32,660,000.00		10,050,816.93
11-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		600,000.00	10,650,816.93
11 .g-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		1,000,000.00	11,650,816.93
11-Aug-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd		700,000.00	12,350,816.93

Myanmar Distribution Group Co.,Ltd
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Mingalarzay Branch

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Date Between 01-Aug-2015 and 31-Aug-2015

11-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	800,000.00	13,150,816.93
11-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)	1,000,000.00	14,150,816.93
11-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	1,500,000.00	15,650,816.93
11-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	1,000,000.00	16,650,816.93
11-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	2,000,000.00	18,650,816.93
12-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	1,100,000.00	19,750,816.93
12-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	900,000.00	20,650,816.93
12-Aug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	5,000,000.00	25,650,816.93
12-Aug-2015	Transfer Deposit, Magway Branch, MDG Co; Ltd	800,000.00	26,450,816.93
12-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	1,700,000.00	28,150,816.93
12-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	2,000,000.00	30,150,816.93
13-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	2,100,000.00	32,250,816.93

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Mingalarzay Branch

Myanmar Distribution Group Co.,Ltd
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Date Between 01-Aug-2015 and 31-Aug-2015

13-Aug-2015	Transfer Deposit, Lashio Branch, Ma Ei Noe Thet	500,000.00	32,750,816.93
13-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	800,000.00	33,550,816.93
1[illegible]Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	1,200,000.00	34,750,816.93
13-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	3,300,000.00	38,050,816.93
13-Aug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,700,000.00	39,750,816.93
13-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	2,600,000.00	42,350,816.93
13-Aug-2015	Transfer Deposit, Pyay Branch, U Aung Zaw Oo(MDG)	1,000,000.00	43,350,816.93
13-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	2,000,000.00	45,350,816.93
14-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	700,000.00	46,050,816.93
14-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	3,600,000.00	49,650,816.93
14-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	500,000.00	50,150,816.93
14-Aug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han	1,100,000.00	51,250,816.93

Mingalarzay Branch

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Date Between 01-Aug-2015 and 31-Aug-2015

14-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		1,200,000.00	52,450,816.93
14-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,300,000.00	53,750,816.93
1. -Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,000,000.00	54,750,816.93
14-Aug-2015	TW	500,000.00		54,250,816.93
17-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,100,000.00	55,350,816.93
17-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		5,700,000.00	61,050,816.93
17-Aug-2015	Transfer Deposit, Monywa Branch, Ma Mar Mar Min Han		3,300,000.00	64,350,816.93
17-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,700,000.00	67,050,816.93
17-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		13,700,000.00	80,750,816.93
17-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET		10,800,000.00	91,550,816.93
17-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		800,000.00	92,350,816.93
17-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,100,000.00	93,450,816.93
17-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,500,000.00	94,950,816.93

Mingalarzay Branch

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Date Between 01-Aug-2015 and 31-Aug-2015

17-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		9,400,000.00	104,350,816.93
17-Aug-2015	TW	42,000,000.00		62,350,816.93
Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		2,100,000.00	64,450,816.93
18-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,000,000.00	66,450,816.93
18-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		5,300,000.00	71,750,816.93
18-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		1,900,000.00	73,650,816.93
18-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET		3,400,000.00	77,050,816.93
18-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,250,000.00	79,300,816.93
18-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		3,000,000.00	82,300,816.93
18-Aug-2015	TW	29,000,000.00		53,300,816.93
19-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo(MDG)		1,300,000.00	54,600,816.93
1! ɹg-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		1,300,000.00	55,900,816.93
19-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		1,700,000.00	57,600,816.93

Myanmar Distribution Group Co.,Ltd
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Mingalarzay Branch

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Date Between 01-Aug-2015 and 31-Aug-2015

19-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,000,000.00	58,600,816.93
19-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET		1,700,000.00	60,300,816.93
1_-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		1,300,000.00	61,600,816.93
19-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		300,000.00	61,900,816.93
19-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	63,900,816.93
19-Aug-2015	TW	50,000,000.00		13,900,816.93
20-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,800,000.00	16,700,816.93
20-Aug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant		2,200,000.00	18,900,816.93
20-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		900,000.00	19,800,816.93
20-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		4,500,000.00	24,300,816.93
20-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,500,000.00	25,800,816.93
20-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		3,100,000.00	28,900,816.93
20-Aug-2015	Transfer Deposit, Lashio Branch, Ma Ei Noe Thet		1,000,000.00	29,900,816.93

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Date Between 01-Aug-2015 and 31-Aug-2015

21-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	2,200,000.00	32,100,816.93
21-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	1,100,000.00	33,200,816.93
2. Aug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant	1,300,000.00	34,500,816.93
21-Aug-2015	Transfer Deposit, Kale Branch, Ma May Si	2,000,000.00	36,500,816.93
21-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	1,150,000.00	37,650,816.93
21-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	800,000.00	38,450,816.93
21-Aug-2015	Transfer Deposit, Lashio Branch, EI NOE THET	10,400,000.00	48,850,816.93
21-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	900,000.00	49,750,816.93
21-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	3,000,000.00	52,750,816.93
24-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	4,400,000.00	57,150,816.93
24-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	800,000.00	57,950,816.93
24-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw	2,100,000.00	60,050,816.93

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No(16/E), East Race Courses Road,
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Date Between 01-Aug-2015 and 31-Aug-2015

24-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	7,700,000.00	67,750,816.93
24-Aug-2015	Transfer Deposit, Kale Branch, Ma May Si	1,000,000.00	68,750,816.93
2 [illegible]ug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant	7,000,000.00	75,750,816.93
24-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo(MDG)	5,000,000.00	80,750,816.93
24-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	2,900,000.00	83,650,816.93
24-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	4,000,000.00	87,650,816.93
24-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	3,000,000.00	90,650,816.93
24-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	4,000,000.00	94,650,816.93
25-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	2,400,000.00	97,050,816.93
25-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	600,000.00	97,650,816.93
25-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd	1,700,000.00	99,350,816.93
25-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thaw Myo Naing	900,000.00	100,250,816.93

Myanmar Distribution Group Co.,Ltd
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Date Between 01-Aug-2015 and 31-Aug-2015

25-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	1,500,000.00	101,750,816.93
25-Aug-2015	Transfer Deposit, Kale Branch, Ma May Si	2,000,000.00	103,750,816.93
2_-Aug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant	1,900,000.00	105,650,816.93
25-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE	3,000,000.00	108,650,816.93
26-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win	700,000.00	109,350,816.93
26-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe	400,000.00	109,750,816.93
26-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET	2,200,000.00	111,950,816.93
26-Aug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant	500,000.00	112,450,816.93
26-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing	500,000.00	112,950,816.93
26-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe	3,400,000.00	116,350,816.93
26-Aug-2015	Transfer Deposit, Kale Branch, Ma May Si	1,000,000.00	117,350,816.93
26-Aug-2015	Transfer Deposit, Magway Branch, MDG Co ;Ltd	1,200,000.00	118,550,816.93

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Date Between 01-Aug-2015 and 31-Aug-2015

26-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,300,000.00	119,850,816.93
26-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		1,500,000.00	121,350,816.93
2[illegible]-Aug-2015	TW	36,000,000.00		85,350,816.93
26-Aug-2015	TW	34,500,000.00		50,850,816.93
26-Aug-2015	TW	49,000,000.00		1,850,816.93
27-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		800,000.00	2,650,816.93
27-Aug-2015	Transfer Deposit, Meikhtila Branch, Ma Thae Thae Myo Naing		2,400,000.00	5,050,816.93
27-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		1,000,000.00	6,050,816.93
27-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		2,300,000.00	8,350,816.93
27-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		4,700,000.00	13,050,816.93
27-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		2,000,000.00	15,050,816.93
27-Aug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant		2,500,000.00	17,550,816.93
28-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		1,300,000.00	18,850,816.93

Mingalarzay Branch

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Date Between 01-Aug-2015 and 31-Aug-2015

28-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		2,500,000.00	21,350,816.93
28-Aug-2015	Transfer Deposit, Pakokku Branch, Ko Nay Myo Win		3,000,000.00	24,350,816.93
2[illegible]-Aug-2015	Transfer Deposit, Magway Branch, MDG Co;Ltd		900,000.00	25,250,816.93
28-Aug-2015	Transfer Deposit, Monywa Branch, Ko Win Min Thant		1,400,000.00	26,650,816.93
28-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		1,700,000.00	28,350,816.93
28-Aug-2015	Transfer Deposit, Kale Branch, Ma May Si		1,500,000.00	29,850,816.93
28-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		400,000.00	30,250,816.93
28-Aug-2015	TW	30,000,000.00		250,816.93
31-Aug-2015	Transfer Deposit, Pathein Branch, Ko Zaw Lwin Moe		2,000,000.00	2,250,816.93
31-Aug-2015	Transfer Deposit, Pyay Branch, Ko Aung Zaw Oo (MDG)		9,000,000.00	11,250,816.93
31-Aug-2015	Transfer Deposit, Sittwe Branch, Mg Tun Kyaw		3,500,000.00	14,750,816.93
31-Aug-2015	Transfer Deposit, Lashio Branch, MA EI NOE THET		2,000,000.00	16,750,816.93
31-Aug-2015	Transfer Deposit, Muse Branch, NANG YADANAR AYE		3,000,000.00	19,750,816.93

Myanmar Distribution Group Co.,Ltd
No(16/E), East Race Courses Road,
Tamwe.
Yangon,Myanmar

Mingalarzay Branch

025 37 501729 3

Date Between 01-Aug-2015 and 31-Aug-2015

31-Aug-2015	Transfer Deposit, Myitkyina Branch, U Thaung Htike Soe		5,500,000.00	25,250,816.93
31-Aug-2015	TW	14,500,000.00		10,750,816.93

10,750,816.93

166 **12**

61,157,816.93	**510,903,000.00**	**561,310,000.00**	**10,750,816.93**

Senior Branch Manager
Yoma Bank Ltd.
Mingalarzay Branch

Print Date/ Time : 21/09/2015 11:20:42AM

Embassy of the Republic of the Union of Myanmar
Singapore

No. 1583 / 37 24 / 2014
Date: 7 November 2014

Seen at the Embassy of the Republic of the Union of Myanmar in Singapore, and certified that the signature appearing at the foot of the annexed document is the signature Lai Wai Leng , Deputy Director, Singapore Academy of Law, Republic of Singapore.

(for) Ambassador
(Thet Tun, Counsellor)

SINGAPORE ACADEMY OF LAW

I, Lai Wai Leng, Deputy Director, Singapore Academy of Law, Republic of Singapore, hereby certify that John Chung Khoon Leong is a duly appointed Notary Public practising in Singapore, and that the signature appearing at the foot of the annexed Notarial Certificate dated 5th November 2014 is the signature of the said John Chung Khoon Leong.

Dated at Singapore this 5th day of November 2014.

LAI WAI LENG
DEPUTY DIRECTOR
SINGAPORE ACADEMY OF LAW

CON1 4 1 1 0 4 2 0
Certified true signature

MINISTRY OF FOREIGN AFFAIRS SINGAPORE

Nur Fadzlina Binte Zainal
- 6 NOV 2014

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, JOHN CHUNG KHOON LEONG, Notary Public duly authorised residing and practising in the Republic of Singapore, do state that I have examined the annexed copy of document against the original produced to me on 5th day of November 2014 and HEREBY CERTIFY that the document annexed hereto and marked "A" is a true copy of a Certificate Confirming Incorporation of Company of ASIA PACIFIC BEVERAGES PTE. LTD. (Company Registration No. 201424557M).

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office this 5th day of November 2014.

NOTARY PUBLIC,
SINGAPORE

NOTARY PUBLIC
John Chung
Khoon Leong
N2014/0060
1 Apr 2014 - 31 Mar 2015
SINGAPORE

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA) bizFILE

"A"

pany No: 201424557M

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that ASIA PACIFIC BEVERAGES PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 21/08/2014 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 22/08/2014.

LINDA LEE
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

REGISTRAR OF COMPANIES & BUSINESSES
ACRA
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
SINGAPORE

- 5 NOV 2014

CERTIFIED TRUE COPY

NOTARY PUBLIC
John Chung Khoon Leong
N2014/0060
1 Apr 2014 - 31 Mar 2015
SINGAPORE

Embassy of the Republic of the Union of Myanmar
Singapore

No. 1585 / 37 24 / 2014
Date: 7 November 2014

Seen at the Embassy of the Republic of the Union of Myanmar in Singapore, and certified that the signature appearing at the foot of the annexed document is the signature Lai Wai Leng , Deputy Director, Singapore Academy of Law, Republic of Singapore.

(for) Ambassador
(Thet Tun, Counsellor)

SINGAPORE ACADEMY OF LAW

I, Lai Wai Leng, Deputy Director, Singapore Academy of Law, Republic of Singapore, hereby certify that John Chung Khoon Leong is a duly appointed Notary Public practising in Singapore, and that the signature appearing at the foot of the annexed Notarial Certificate dated 5th November 2014 is the signature of the said John Chung Khoon Leong.

Dated at Singapore this 5th day of November 2014.

LAI WAI LENG
DEPUTY DIRECTOR
SINGAPORE ACADEMY OF LAW

MINISTRY OF FOREIGN AFFAIRS SINGAPORE

CON 14110420
Certified true signature

Nur Fadzlina Binte Zainal
6 NOV 2014

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, JOHN CHUNG KHOON LEONG, Notary Public duly authorised residing and practising in the Republic of Singapore, do state that I have examined the annexed copy of document against the original produced to me on 5th day of November 2014 and HEREBY CERTIFY that the document annexed hereto and marked "A" is a true copy of a Memorandum and Articles of Association of ASIA PACIFIC BEVERAGES PTE. LTD. (Company Registration No. 201424557M) Incorporated on 21 August 2014.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office this 5th day of November 2014.

NOTARY PUBLIC,
SINGAPORE

NOTARY PUBLIC
John Chung
Khoon Leong
N2014/0060
1 Apr 2014 - 31 Mar 2015

Registration No. of Company : 201424557M

"A"

REPUBLIC OF SINGAPORE

THE COMPANIES ACT, CHAPTER 50

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

ASIA PACIFIC BEVERAGES PTE. LTD.

Incorporated on 21 August 2014

5 NOV 2014

CERTIFIED TRUE COPY OF Memorandum and Articles of Association
CONSISTING OF 30 PAGES
INCLUDING THIS PAGE

Lodged with the office of the
Accounting and Corporate Regulatory Authority

NOTARY PUBLIC
John Chung
Khoon Leong
N2014/0060
1 Apr 2014 - 31 Mar 2015
SINGAPORE

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA) bizFILE

Company No: 201424557M

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that ASIA PACIFIC BEVERAGES PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 21/08/2014 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 22/08/2014.

LINDA LEE
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

REGISTRAR OF COMPANIES & BUSINESSES
ACRA
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
SINGAPORE

THE COMPANIES ACT (Cap. 50)

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ASIA PACIFIC BEVERAGES PTE. LTD.

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1. **NAME.** The name of the Company is **ASIA PACIFIC BEVERAGES PTE. LTD.**

2. **OFFICE.** The registered office of the Company will be situated in the Republic of Singapore.

3. **LIMITED LIABILITY.** The liability of the members is limited.

I / We, the person(s) whose name(s) and address(es) are subscribed hereto, am / are desirous of being formed into a company in pursuance of this Memorandum of Association, and I / we agree to take the number of shares in the capital of the Company set opposite to my / our name(s):

NAME(S), ADDRESS(ES) AND DESCRIPTION(S) OF SUBSCRIBER(S)	SIGNATURE(S) OF SUBSCRIBER(S)	Number of Share(s) taken by Subscriber(s)
ASIA BREWERY, INCORPORATED Bo. Sala, Cabuyao, Laguna, Philippines (Registration No. 85357) Authorised Signatory Name: **MICHAEL GONZALES TAN** Designation: Director		One (1) Ordinary Share
	Total number of Share(s) taken	**One (1) Ordinary Share**

Dated : 20 August 2014

THE COMPANIES ACT (Cap. 50)

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ASIA PACIFIC BEVERAGES PTE. LTD.

PRELIMINARY

1. **INTERPRETATION.** In these Articles the words stated in the first column of the Table next hereinafter contained shall bear the meanings set out opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

WORDS	MEANINGS
Act	The Companies Act (Chapter 50) or any other statutory modification or re-enactment thereof.
Company	The above-named Company by whatever name from time to time called.
Directors	The Directors for the time being of the Company.
Month	Calendar month.
Office	The registered office for the time being of the Company.
Seal	The Common Seal of the Company.
These Articles	These Articles of Association as may be amended from time to time.
In Writing	Written, printed or lithographed or visibly expressed in all or any of these or any other modes of representing or reproducing words.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender and vice versa.

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act, shall, where not inconsistent with the subject or context, bear the same meaning in these Articles.

2. **TABLE 'A' SHALL NOT APPLY.** The provisions of Table 'A' in the Fourth Schedule to the Act shall not apply to the Company except so far as the same are repeated or contained in these Articles.

3. **COMMENCEMENT OF BUSINESS.** The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit and notwithstanding that part only of the shares may have been taken.

PRIVATE COMPANY

4. **PRIVATE COMPANY.** The Company is to be a private Company, and accordingly the following provisions shall have effect, namely:-

   a. The number of members for the time being of the Company (exclusive of persons who are for the time being in the employment of the Company, and of persons who, having been in the employment of the Company, were, while in such employment, and have continued after the determination of such employment to be, members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this paragraph be treated as a single member.

   b. Any invitation to the public to subscribe for any shares or debentures, or debenture stock of the Company is hereby prohibited.

   c. The right of transfer of shares shall be restricted as hereinafter provided.

   d. Any invitation to the public to deposit money with the Company for fixed periods or payable at call, whether bearing or not bearing interests, is hereby prohibited.

SHARES

5. **FIRST ALLOTMENT.** The first allotment and issue of shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as they shall think fit.

6. **ISSUE OF FURTHER SHARES.** Subject to the Act, the allotment and issue of further shares shall be under the control of the Directors, but all further shares to be issued shall be offered to the members in proportion to the number of the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit.

7. **JOINT-HOLDERS OF SHARES.** If two or more persons are registered as joint-holders of any share, they shall be severally as well as jointly liable for any call or other liability in respect of such share, but any one of them may give effectual receipts for any dividends, bonuses, or other moneys payable in respect of such shares. The first named upon the Register of Members shall, however as regards service of notices and delivery of certificates and dividend warrants, be deemed to be the sole owner of such share.

8. **NO TRUST RECOGNISED.** Subject to the provisions of these Articles and except as required by law the Company shall not be bound by or recognise any contingent, future, partial or equitable interest in the nature of a trust or otherwise in any shares or any interest in any fractional part of a share, or any other right in respect of any share, except an absolute right thereto in the person for the time being registered as the owner thereof.

9. **EXERCISE OF RIGHTS OF MEMBERS.** No person shall exercise any rights of a member until his name shall have been entered into the Register of Members and he shall have paid all calls and other moneys for the time being due and payable on any share held by him.

10. **COMPANY'S FUNDS NOT TO BE LENT ON COMPANY'S SHARES.** No part of the funds of the Company shall be employed by the Directors or the Company in the purchase of or lent on the Company's shares except as permitted by law.

SHARE CERTIFICATES

11. **REGISTERED MEMBER ENTITLED TO SHARE CERTIFICATE.** Every registered member shall without payment be entitled to one certificate under the Seal specifying the shares held by him and the amount paid up thereon, provided that in the case of joint-holders, the Company shall not be bound to issue more than one certificate to all the joint-holders.

12. **NEW CERTIFICATE MAY BE ISSUED.** If any such certificate shall be worn out or lost, it may be renewed in case of wearing out, on delivery up of the old certificate, and in the case of loss on such evidence being produced and on execution of such indemnity as the

Directors may require and in either case on payment of such sum not exceeding two dollars as the Directors may from time to time require.

CALLS

13. **DIRECTORS MAY MAKE CALLS.** Subject to these Articles, all calls in respect of any money unpaid on shares shall be made by and at the discretion of the Directors, and shall be payable at such times and places and by instalments or otherwise as the Directors may appoint. A call may be revoked or postponed as the Directors may determine. The Directors may on issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

14. **NOTICE OF CALLS.** When any call is made, fourteen days' notice in writing shall be sent to every person liable to pay the same, specifying the time and place of payment and to whom such call shall be paid.

15. **WHEN CALL DEEMED MADE.** A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

16. **PAYMENT OF CALLS IN ADVANCE.** Any member may, with the sanction of the Directors and upon such terms as to payment of interest and otherwise as the Directors shall determine, make payments in advance of calls. Capital paid on shares in advance of calls shall not whilst carrying interest confer a right to participate in profits.

17. **INTEREST ON UNPAID CALL.** If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the holder for the time being of the share shall pay interest on the amount of the call at such rate not exceeding twelve per cent per annum as the Directors may determine from the day appointed for payment thereof to the time of actual payment, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

18. **SUMS PAYABLE ON ALLOTMENT DEEMED A CALL.** Any sum which by the terms of issue of a share is made payable on allotment or on any fixed date shall for all purposes of these Articles be deemed to be a call duly made and payable on the date for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum were a call duly made and notified as hereby provided.

FORFEITURE AND LIEN

19. **NOTICE TO BE GIVEN OF INTENDED FORFEITURE.** Whenever the whole or any part of any call shall not have been paid on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or any part thereof remains unpaid, send a notice requiring payment of such call, or such thereof as

remains unpaid, together with interest and any expenses that may have accrued by reason of such non-payment by a specified day not being less than fourteen days after the service of the said notice, and at the place where the calls of the Company are usually made payable and such notice shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited without further notice.

20. **FORFEITURE ON NON-COMPLIANCE WITH NOTICE.** If the requirements of any such notice shall not be complied with, any share in respect of which such notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

21. **NOTICE OF FORFEITURE TO BE REGISTERED.** When any share has been forfeited in accordance with these Articles notice of the forfeiture shall forthwith be given to the holder of the share, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give notice or to make such entry as aforesaid.

22. **SHARES FORFEITED BELONG TO THE COMPANY.** Every share forfeited or surrendered shall thereupon become the property of the Company, and may be either sold or re-allotted, or otherwise disposed of either to the person who was before the forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit. To give effect to any such sale or disposal, the Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to such other person as aforesaid.

23. **RESCISSION OF FORFEITURE.** Until any share so forfeited shall be sold, re-allotted or otherwise disposed of, the forfeiture thereof may at the discretion and by resolution of the Directors be remitted on such terms as the Directors may think fit.

24. **CALLS AND EXPENSES RECOVERABLE AFTER FORFEITURE.** Notwithstanding any such forfeiture as aforesaid, all moneys which were owing at the time of forfeiture, whether for any call, interest or expenses, and all interest and expenses to accrue in respect of such call after such forfeiture shall continue to be due from the person who was liable to pay the same at the time of forfeiture or from his representatives.

25. **CONSEQUENCES OF FORFEITURE.** A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares, but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were payable by him to the Company in respect of the

shares with interest thereon and any accrued expenses from the date of forfeiture or surrender until payment, but such liability shall cease if and when the Company receives payment in full of all such money in respect of the shares and the Directors may waive payment of such interest either wholly or in part.

26. **PARAMOUNT LIEN.** The Company shall have a first and paramount lien on every share (not being a fully paid share) registered in the name of each member (whether solely or jointly with others) and on the dividends declared or payable in respect thereof for all calls due upon any such share and interest and expenses thereon but such lien shall only be upon the specific shares in respect of which such calls are due and unpaid.

27. **ENFORCEMENT OF LIEN.** For the purpose of enforcing such lien the Directors may sell the shares subject thereto to any person, but no sale shall be made until the time for such payment, fulfilment or discharge as aforesaid shall have arrived, and notice in writing of the intention to sell shall have been served on such member holding the shares or his representatives and default shall have been made by him or them in payment, fulfilment or discharge of such calls, interest and expenses for fourteen days after such notice.

28. **PROCEEDS OF SALE.** Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon the proceeds shall be applied first in the payment of all costs of such sale, next in satisfaction of such calls, interest and expenses of the member to the Company, and the residue, if any, shall be paid to the said member or his representative or as he shall direct.

29. **GOOD TITLE.** A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the certificate under Seal for the share delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

30. **RESTRICTION ON TRANSFER.** Subject to these Articles, any member may transfer all or any of his shares by instrument in writing in any usual or common form or in any other form which the Directors may approve and the instrument shall be executed both by or on behalf of the transferor and the transferee, and the transferor shall remain the holder of the

shares transferred until the transfer is registered and the transferee's name is entered in the Register.

31. **PRE-EMPTION RIGHTS.** Shares may be freely transferred by a member or a person having the right to transfer, to any existing member selected by the transferor or to any person selected by the Directors as one whom it is desirable in the interest of the Company to admit to membership; but save as aforesaid no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted provided that the procedure provided below need not be followed in respect of a member who has waived his pre-emption rights by a notice in writing.

32. **TRANSFER NOTICE.**

a. Every member who desires to transfer any share or shares (hereinafter called the vendor) shall give to the Company notice in writing of such desire (hereinafter called the transfer notice). Subject as hereinafter mentioned, a transfer notice shall constitute the Company the vendor's agent for the sale of the share or shares specified therein (hereinafter called the said shares) in one or more lots at the discretion of the Directors to the members other than the vendor at a price to be agreed upon by the vendor and the Directors, or, in case of dispute, at the price which the auditor of the Company for the time being shall, by writing under his hand, certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this article, none shall be sold and such provision shall be binding on the Company.

b. If the auditor is asked to certify the fair price as aforesaid, the Company shall, as soon as it receives the auditor's certificate, furnish a certified copy thereof to the vendor and the vendor shall be entitled, by notice in writing given to the Company within ten days of the service upon him of the said certified copy, to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the vendor.

33. **INVITATION TO MEMBERS.**

a. Upon the price being fixed as aforesaid and provided the vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the vendor of the number and price of the said shares and invite each such member to apply in writing to the Company within fourteen days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

b. If the said members shall within the said period of fourteen days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which they are registered, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called an allocation notice) to the vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of such notice) at which the sale of the shares so allocated shall be completed.

34. **COMPLETION OF TRANSFERS.** The vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the vendor.

35. **SALES TO NON-MEMBER.** During the two months following the expiry of the said period of fourteen days referred to in Article 33(a), the vendor shall be at liberty to transfer to any persons and at any price (not being less than the price fixed under Article 32(a)) any share not allocated by the Directors in an allocation notice provided that, if the vendor had stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to these Articles, none should be so sold, the vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder only some of the shares comprised in his transfer notice.

36. **RIGHTS TO REFUSE REGISTRATION.** Notwithstanding the foregoing provisions of these Articles, the Directors may decline to register:-

a. any transfer of any share on which the Company has a lien; or

b. any transfer of a share not being a fully-paid share to a person of whom they do not approve; or

c. any transfer to an infant, bankrupt or person who is mentally incapable; or

d. any instrument of transfer unless the instrument is duly stamped, or unless all of the stamp duty payable on the instrument is paid to the Company, and the instrument of transfer is deposited at the Office or at such other place as the Directors may appoint accompanied by the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person to do so.

TRANSMISSION OF SHARES

37. **ON DEATH OF MEMBER, SURVIVOR OR EXECUTOR ONLY RECOGNISED.** In case of the death of a member, the survivor or survivors, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing herein shall release the estate of a deceased member (whether sole or joint) from any liability in respect of any share held by him.

38. **EVIDENCE AND ELECTION.** Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share upon giving to the Company notice in writing or transfer such share to some other person. If the person so becoming entitled shall elect to be registered himself, he shall send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.

39. **RIGHTS OF PERSONAL REPRESENTATIVE, ETC.** Where the registered holder of any share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall upon, the production of such evidence as may from time to time be properly required by the Directors in that behalf, be entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company, or to voting or otherwise), as the registered holders would have been entitled to if he had not died or become bankrupt, and where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of these Articles, be deemed to be joint holders of the share.

INCREASE AND REDUCTION OF CAPITAL

40. **ON WHAT CONDITIONS NEW SHARES MAY BE ISSUED.** New shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the Directors shall determine, and in particular, such shares may be issued with a preferential,

qualified, or postponed right to dividends, and in the distribution of assets of the Company, except as provided by the Act.

41. **WHEN TO BE OFFERED TO EXISTING MEMBERS.** Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares shall before issue, be offered to all the then members in proportion (as nearly as possible) to the number of shares held by them. The offer shall be made by notice specifying the number of shares offered, and limiting a time for acceptance of the offer, failing which it will be deemed to be declined, and if not accepted as aforesaid, the Directors may dispose of those shares in such manner as they think fit.

42. **ALTERING RIGHTS.** If at any time the capital by reason of the issue of preference shares, or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified, commuted, abrogated or dealt with by agreement between the Company and any member of the class, provided such agreement is confirmed by a special resolution, passed at a separate meeting of the holders of shares of that class. And all the provisions hereinafter contained as to general meetings shall mutatis mutandis, apply to every such meeting but so that the quorum thereof shall be members holding or representing by proxy two-thirds of the number of issued shares of the class.

43. **REDUCTION OF CAPITAL.** Subject to and in accordance with the Act, the Company in general meeting may, from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or extinguishing or reducing the liability on the shares or in any other way whatever allowed by the law, as may seem expedient, and in particular capital may be paid off or cancelled upon the footing that the amount may be called up again or otherwise.

44. **SHARE BUYBACK.** Subject to and in accordance with the provisions of the Act, the Company may purchase or otherwise acquire ordinary shares, stocks and preference shares, on such terms as the Company may think fit and in the manner prescribed by the Act. All shares purchased or acquired by the Company may, subject to the provisions of the Act, be held as treasury shares, or cancelled immediately on purchase or acquisition by the Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire.

SUBDIVISION AND CONSOLIDATION

45. **SUBDIVISION AND CONSOLIDATION.** The Company may, by ordinary resolution:

a. consolidate and divide all or any of its share capital; or

b. sub-divide its existing shares, or any of them provided always that in the case of such subdivision, the proportion between the amount paid, and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or

c. cancel any number of shares not taken or agreed to be taken by any person.

BORROWING POWERS

46. **POWERS TO BORROW.** The Directors may, from time to time, raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such other manner as the directors from time to time determine.

47. **CONDITION OF BORROWING.** The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and, in particular, by the issue of debentures or debenture stock of the Company, charged upon or by mortgage charge or lien of and on the undertaking of the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being, or by making, accepting, endorsing or executing any promissory notes or bills of exchange.

48. **SECURITIES ASSIGNABLE FREE FROM EQUITIES.** Every debenture or other instrument for securing the payment of money may be made assignable free from any equities between the Company and the person to whom the same may be issued. Any debenture or debenture stock, bonds or other instruments or securities may be issued at a discount premium or otherwise and with any special privileges as to redemption, surrender, drawing, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

49. **REGISTER OF MORTGAGES.** The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges specifically affecting the property of the Company.

GENERAL MEETINGS

50. **FIRST GENERAL MEETING.** The first Annual General Meeting of the Company shall be held at such time within a period of not more than eighteen months from the date of incorporation of the Company and at such place as the Directors may determine. The Company may, in the manner prescribed by the Act, dispense with the holding of the first Annual General Meeting.

51. **SUBSEQUENT GENERAL MEETINGS.** Annual General Meetings of the Company shall be held once in every subsequent year at such time (not being more than fifteen months after the last preceding Annual General Meeting) and place as may be determined by the Directors. The Company may, in the manner prescribed by the Act, dispense with the holding of Annual General Meetings.

52. **DIRECTORS MAY CALL EXTRAORDINARY MEETING.** The Directors or any Director may call an Extraordinary General Meeting of the Company whenever they or he shall think fit.

53. **MEMBERS MAY REQUISITION EXTRAORDINARY MEETING.** The Directors shall, on the requisition of members holding in the aggregate not less than one-tenth of such paid-up capital of the Company which carry voting rights, proceed to convene an Extraordinary General Meeting of the Company. Such requisition, duly signed by the requisitionists, stating fully the objects of the meeting, shall be deposited at the Office.

54. **REQUISITIONISTS MAY CALL MEETING.** If the Directors do not proceed to convene a meeting within twenty-one days after such deposit, the requisitionists, or any of them, holding more than one half of the total voting rights of all of them, may themselves convene an Extraordinary General Meeting for the business described in the requisition, to be held at such time, within three months from the date of such deposit, and at such place as they think fit.

55. **NOTICE OF MEETING.** Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen days' notice at the least, specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of such business, shall be given in manner hereinafter mentioned to the members entitled to be present at such meeting; but the accidental omission to give such notice or the non-receipt of such notice by any member shall not invalidate any resolution passed or the proceedings at any such meeting.

56. **SPECIAL BUSINESS.** All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheets and the ordinary reports of the Directors and Auditors, and the appointment and fixing of the remuneration of the Auditors.

57. **MEMBERS MAY SUBMIT RESOLUTION TO MEETING.** Any member entitled to be present and vote at a meeting may submit any proposed resolution to any General Meeting, provided that at least for the prescribed time before the day appointed for the meeting he shall have served upon the Company at the Office a notice in writing by him containing the proposed resolution, and stating his intention to submit the same. The prescribed time above-mentioned shall be such that, between the date that the notice is

served and the day appointed for the meeting, there shall be at least thirty intervening days.

58. **SECRETARY TO GIVE NOTICE TO MEMBERS.** Upon receipt of any such notice as in the last preceding Article mentioned and provided that the member has paid to the Company a sum reasonably sufficient to meet the Company's expenses in giving effect thereto, and provided also that the Directors are satisfied that the subject matter of the resolution is lawful and non-defamatory, the Secretary shall include it in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible give to the members notice that such resolution will be proposed.

PROCEEDINGS AT GENERAL MEETINGS

59. **NO BUSINESS TO BE TRANSACTED UNLESS QUORUM PRESENT.** Except where the Company has only one member, two members present in person or by proxy or by attorney or other duly authorised representative shall form a quorum. No business shall be transacted at a General Meeting unless a quorum is present when the meeting proceeds to business.

60. **IF QUORUM NOT PRESENT MEETING ADJOURNED OR DISSOLVED.** If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place.

61. **NOTICE OF ADJOURNMENT TO BE GIVEN.** The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of the adjournment, or of the business to be transacted at an adjourned meeting. No business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.

62. **CHAIRMAN OF BOARD TO PRESIDE AT ALL MEETINGS.** The Chairman (if any) of the Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose a Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.

63. **RESOLUTIONS IN WRITING BY MEMBERS.**

a. The members may, in the manner prescribed by the Act, pass a resolution in writing. Any such resolution may consist of several documents in like form each signed by one or more members. The expression "in writing" and "signed" include approval by facsimile, telex, cable, teleconferencing, telegram, electronic mail or any other electronic means by any such member.

b. Where the Company has only one member, the sole member may pass a resolution by recording it and signing the record.

VOTES AT GENERAL MEETINGS

64. **HOW RESOLUTION DECIDED.** At a General Meeting every resolution shall be decided on a show of hands by a majority of the members present in person or by proxy or by attorney or other duly authorised representative and entitled to vote, unless before or upon the declaration of the result of the show of hands, a poll be demanded by the Chairman or by at least two such members or by any such member or members representing not less than 10% of the total voting rights of all the members of the Company entitled having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried by a particular majority, or lost, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

65. **POLL TO BE TAKEN AT MEETING.** If a poll be demanded in the manner aforesaid it shall be taken at such meeting at which the poll is demanded without adjournment.

66. **CHAIRMAN HAS CASTING VOTE.** In the case of an equality of votes, either on a show of hands, or at the poll, the Chairman of the meeting shall be entitled to a further or casting vote.

67. **VOTES.** On a show of hands every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote only. In case of a poll, every such member shall have one vote for every share held, and in the case of joint-holders, the vote of the senior who tenders a vote, whether in person or by proxy or by attorney or other duly authorised representative, shall be accepted to the exclusion of the votes of the other joint-holders, and for this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

68. **VOTES OF LUNATIC MEMBERS.** If any member be of unsound mind he may vote by his committee or other legal curator, and such last mentioned persons may give their vote either personally or by proxy.

69. **VOTE IF TRANSFERS REGISTERED FORTY-EIGHT HOURS BEFORE MEETING.** Save as herein expressly provided, no person other than a member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question at any General Meeting, and no member shall be entitled to vote at any General Meeting in respect of any share that he has acquired by transfer unless the transfer duly signed, witnessed and stamped of the share in respect of which he claims to vote shall be left at the Office for registration not less than forty-eight hours previous to the time of holding the meeting at which he proposes to vote and shall have been registered.

70. **PROXY.** The instrument appointing a proxy shall be in writing under the hand of the appointer. A proxy need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. The instrument appointing a proxy shall be signed under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorised and the instrument and the power of attorney or other authority, if any, under which it is signed, shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. ·

71. **WHEN VOTE BY PROXY VALID THOUGH AUTHORITY REVOKED.** A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given, provided that no notice in writing of the death or revocation or transfer shall have been received at the Office before the time fixed for holding the meeting.

72. **FORM OF PROXY.** An instrument appointing a proxy shall be in the following form or as near thereto as the circumstances will admit:-

> "I, ... of........................... being a member of ASIA PACIFIC BEVERAGES PTE. LTD., hereby appoint .... of .... as my proxy, to vote for me and on my behalf at the Annual or Extraordinary (as the case may be) General Meeting of the Company to be held on ....day of ...., ...and at any adjournment thereof.
>
> Signed this ....day of..................., ".

73. **QUALIFICATION OF VOTER.** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

DIRECTORS

74. **NUMBER OF DIRECTORS.** The Company shall have at least one Director who is ordinarily resident in Singapore and, where the Company has only one member, that sole director may also be the sole member of the Company.

75. **APPOINTMENT OF DIRECTORS.** The Directors may, by a majority decision, appoint any person or persons to be Directors, who shall hold office until he is removed or the office is vacated pursuant to these Articles.

76. **DIRECTOR'S QUALIFICATION.** A Director shall not be required to hold any share qualification in the Company.

77. **DIRECTOR'S REMUNERATION.** The remuneration of Directors other than the Managing Director or Directors shall be such sums as may from time to time be decided in General Meeting. All such sums shall be divided amongst the Directors as they shall determine.

78. **OFFICE OF DIRECTOR VACATED IN CERTAIN CASES.** The office of a Director shall ipso facto be vacated if:-

   a. he is or becomes disqualified by law;

   b. a receiving order is made against him or he makes an arrangement or composition with his creditors;

   c. he is found to be a lunatic or becomes of unsound mind;

   d. he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Directors and they pass a resolution that he has by reason of such absence vacated office; or

   e. by notice in writing he resigns his office.

79. **DIRECTORS MAY RESIGN ON GIVING NOTICE.** A Director may at any time give notice in writing to the Company of his desire to resign and such resignation shall take effect upon the expiration of such notice.

POWERS OF DIRECTORS

80. **BUSINESS OF COMPANY TO BE MANAGED BY DIRECTORS.** The business of the Company shall be managed by the Directors in such manner as they think fit, and they may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as are not expressly required by the Act or by these Articles to be exercised or done by the

Company in General Meeting, subject nevertheless to these Articles and to the provisions of the Act provided that no amendment to these Articles made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such amendment had not been made.

81. **DIRECTORS MAY ACT NOTWITHSTANDING VACANCIES.** The continuing Directors may act notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number for any reason below the number fixed by these Articles as the necessary quorum of directors it shall be lawful for the remaining Director or Directors to act for the purpose of filling up vacancies in the Board up to that number, but not for any other purpose.

82. **APPOINTMENT OF SECRETARY.** The Directors may from time to time by resolution appoint any person to be the Secretary of the Company who shall be a resident of Singapore and the Directors may in the manner aforesaid remove any person so appointed from office and may appoint another person in his place. The Directors may also appoint assistant or deputy secretaries.

83. **DIRECTORS MAY APPOINT MANAGING DIRECTORS.** The Directors may from time to time appoint one or more of their body to be the Managing Director or Managing Directors for such period and upon such terms as they think fit, and may from time to time remove him or them from office and appoint another or others in his or their places. The remuneration of a Managing Director may be by way of salary or commission or participation in profits or by any or all of those modes.

84. **PROVISIONS TO WHICH MANAGING DIRECTORS WILL BE SUBJECT.** A Managing Director shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall ipso facto immediately cease to be a Managing Director.

85. **DIRECTORS MAY DELEGATE POWERS.** The Directors may delegate any of their powers, other than the powers to borrow and make calls, to the Managing Director or to committees consisting of such members of their body as they think fit. The Managing Director or any committee so formed shall in the exercise of the power so delegated conform to any regulations that may be imposed upon them by the Directors.

86. **DIRECTORS MAY CONTRACT WITH COMPANY.** A Director may contract with and be interested in any contract made with the Company, and shall not be liable to account for any profit made by him by reason of any such contract, provided that he complies with the requirements of the Act in relation to disclosure of such interest. A Director may hold any other office under the Company (other than that of an Auditor) in conjunction with his office of Director.

ALL ACTS DONE BY DIRECTORS TO BE VALID. All acts done bona fide by the Directors, or by a committee of Directors, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Director.

88. **OFFICIAL SEAL.** The Directors may exercise all the powers of the Company under the Act in relation to any official seal for use outside Singapore and in relation to branch registers.

89. **ATTORNEY.** The Directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

90. **ALTERNATE DIRECTOR.**

a. A Director, may subject to the approval of the Board of Directors, appoint any person to be his alternate Director.

b. The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointer ceases to be a Director, or removes the alternate from office by notice in writing to the Board of Directors.

c. An alternate Director shall (except when absent from Singapore) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointer is not personally present and generally at such meeting to perform all functions of his appointer as a Director. If he shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative. If his appointer is for the time being absent from Singapore or temporarily unable to act through ill health or disability, the alternate Director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointer. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointer is a

member. An alternate Director shall not (save as aforesaid) have power to act as a Director.

d. An alternate Director shall be subject to the provisions of these Articles but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.

91. **CONTINUATION OF OFFICE.** A Director shall continue in office until he is removed or the office is vacated pursuant to the Articles.

92. **DIRECTORS MAY BE REMOVED BY ORDINARY RESOLUTION.** Subject to the Act, the Company may by Ordinary Resolution appoint or remove any Director.

PROCEEDINGS OF DIRECTORS

93. **MEETINGS OF DIRECTORS.** Except where the Company has only one Director, the Directors or any committee of Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meeting as they think fit, and determine the quorum (not being less than two) necessary for the transaction of business. Until otherwise determined, two shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes of the Directors present, each Director having one vote. In case of an equality of votes the Chairman shall have a second or casting vote.

94. **DIRECTORS MEETINGS BY TELEPHONIC COMMUNICATIONS, VIDEOCONFERENCING OR OTHER FORMS OF SIMULTANEOUS COMMUNICATION.** The meetings of the Directors may be conducted by means of telephone or audio-visual conferencing or other methods of simultaneous communication by electronic, telegraphic or other means by which all persons participating in the meeting are able to hear and be heard at all times by all other participants without a need for a Director to be in physical presence of the other Directors and participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at the commencement of such meeting, all resolutions passed by a majority of Directors attending or present at such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A Director may disconnect or cease to participate in the meeting if he makes known to all other Directors participating that he is ceasing to participate in the meeting and such Director shall, notwithstanding such disconnections, be counted in the quorum for such part of the meeting. The minutes of such a meeting signed by the chairman shall be conclusive evidence of any resolution of any meeting conducted in the manner as foresaid. A meeting conducted by the aforesaid means is deemed to be held at the place

agreed upon by the Directors attending the meeting, provided that at least one (1) of the Directors participating in the meeting was at that place for the duration of the meeting.

95. **RESOLUTIONS IN WRITING.**

a. A resolution in writing signed by at least such number of Directors (or their alternates) sufficient to form a quorum shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors. A resolution in writing signed or approved by facsimile, cable, telex or telegram, shall be valid and effectual as if it had been passed at a meeting of the Directors duly constituted. The expression "in writing" and "signed" include approval by facsimile, telex, cable, teleconferencing, telegram, electronic mail or any other electronic means by any such Director.

b. Where the Company has only one Director, the sole Director may pass a resolution by recording it and signing the record.

96. **DIRECTORS MAY CALL MEETING OF BOARD.** At the request of any Director, the Secretary shall summon a meeting of the Directors by notice served upon the several Directors. No notice need be served on any Director absent from Singapore except that if he has appointed an alternate Director present in Singapore, the notice shall be served on the alternate Director.

97. **CHAIRMAN.** The Directors or any committee of Directors shall from time to time elect a Chairman who shall preside at meetings, but if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

THE SEAL

98. **CUSTODY OF SEAL.** The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf and every instrument to which the Seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

MINUTES

99. **MINUTES TO BE MADE.** The Directors shall cause minutes to be duly made of all appointments of officers made by the Directors, and the names of Directors present at each meeting of Directors or committees of Directors, and all resolutions and proceeding of General Meetings and meetings of Directors and committees of Directors. Any minutes of

meeting of the Directors or any committee of Directors or the Company if purported to be signed by the Chairman of such meeting or by the Chairman at the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

DIVIDENDS AND RESERVES

100. **DIVIDENDS.** The Company in General Meeting may from time to time declare a dividend, but no such dividend shall exceed the recommendation of the Directors, or shall be payable except out of the profits of the Company. Provided that when in the opinion of the Directors the profits of the Company permit, they may in their discretion declare and pay interim dividends.

101. **RESERVES.** The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves, which shall at the discretion of the Directors be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application, may be employed in the business of the Company or be invested in such lawful investments as the Directors may from time to time think fit. The reserves shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for distribution by way of dividends or bonus among the members of the Company for the time being, on such terms and in such manner as the Company in General Meeting shall from time to time determine. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

102. **UNPAID CALLS AND DEBTS MAY BE DEDUCTED FROM DIVIDENDS.** The Directors may deduct from any dividend payable to any member all such sums of money (if any) as may be due and payable by him to the Company on any account.

103. **DIVIDEND WARRANT TO BE SENT TO MEMBERS BY POST.** Every dividend warrant shall be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner of the share, or, in the case of joint-holders, of the holder whose name at the date aforesaid appears first on such Register, or of any person presenting a power of attorney from that holder of which the Company shall have had no notice of cancellation, shall be good discharge to the Company for all payments made in respect of such share.

104. **UNPAID DIVIDENDS NOT TO BEAR INTEREST.** No unpaid dividend, bonus or interest shall bear interest as against the Company.

CAPITALISATION

105. **CAPITALISATION OF PROFITS.** Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid wholly or in part by the distribution of

specific assets, and in particular of paid up or partly paid up shares, debentures or debenture stock of the Company, or paid up or partly paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways, and may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing and available for dividend be capitalised and distributed by way of bonus amongst the members in accordance with their rights on the footing that they become entitled thereto as capital, and that all or any part of such bonus be applied on behalf of the members in paying up any amounts for the time being unpaid on any shares held by the members respectively, or in paying up in full unissued shares of the Company, and that such unissued shares so fully paid be distributed accordingly amongst the members in the proportions in which they are entitled to receive dividends, and shall be accepted by them in full satisfaction of the said bonus.

106. **DIRECTORS TO GIVE EFFECT TO RESOLUTION.** The Directors shall give effect to any resolution passed under the provisions of the last preceding Article, and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payment shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all parties, and may invest any such specific assets in trustees as may seem expedient to the Directors. The Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares, if any, with full power to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for shares becoming distributable in fraction, and generally to do all acts and things required to give effect to any resolution for capitalisation of profits.

ACCOUNTS

107. **ACCOUNTS TO BE KEPT.** The Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the assets and liabilities of the Company.

108. **BOOKS TO BE KEPT AT OFFICE.** The books of account shall be kept at the Office or such other place as the Directors shall determine.

109. **INSPECTION OF ACCOUNTS.** The Directors shall from time to time determine whether in any particular case or class of cases, or generally, and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a Director) shall have any right of inspecting any account book or document of the Company, except as conferred by the Act or authorised by the Directors or by resolution of the Company in General Meeting.

110. **YEARLY ACCOUNT AND BALANCE SHEET.** Subject to the provisions in the Companies Act in relation to the holding of Annual General Meeting in exempt private company, once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account and a balance sheet containing a summary of the assets and liabilities of the Company made up to a date not more than six months before such meeting. Every such account and balance sheet shall be accompanied by a report of the Directors.

AUDIT

111. **AUDITORS.** Unless the Company is exempt under the Act from audit requirements and from appointing auditors, an Auditor or Auditors shall be appointed, and his or their duties regulated, in accordance with the Act.

NOTICE

112. **HOW NOTICE TO BE SERVED ON MEMBERS.** Any notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as recorded in the Register of Members.

113. **ADDRESS FOR SERVICE OF MEMBERS.** Each member shall from time to time notify in writing to the Company his address for purpose of the last preceding Article.

114. **WHEN NOTICE BY POST DEEMED TO BE SERVED.** Any notice sent by post shall be deemed to have been served on the day after the envelope containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and put in the post office box.

115. **TRANSFEREES TO BE BOUND BY PRIOR NOTICES.** Any person, who by operation of law, transfer, or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share which previously to his name and address being entered in the Register of Members shall be duly given to the person from whom he derives his title to such share.

116. **NOTICE VALID THOUGH MEMBER DECEASED.** Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company shall have notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these Articles be deemed sufficient service of such notice or document on his executors or administrators and all persons (if any) jointly interested with him in any share. The signature to any notice to be given by the Company may be written or printed.

ONING OF TIME. Where a given number of days' notice or notice extending over other period is required to be given, the day of service and the day for which such ice is given shall not be included in such number of days or other period.

INDEMNITY

NDEMNITY BY COMPANY. Every Director, Manager, Secretary, and other officer or servant of the Company, shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all costs losses, and expenses which any such Director, Manager, Secretary, or other officer or servant may incur or become liable to by reason of any contract entered into, or act or deed done by him as such officer or servant or in any way in the discharge of his duties, including reasonable hotel, travelling and other expenses, and against any liability incurred by him in defending any proceedings whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

119. **INDIVIDUAL RESPONSIBILITY OF DIRECTORS.** No Director or other officer of the Company shall be liable for the acts receipt, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any losses or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom moneys, securities, or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own wilful act, neglect or default.

WINDING UP

120. **DISTRIBUTION OF ASSETS.** If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that, as near as may be the losses shall be borne by members in proportion to the number of shares held by them respectively, and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the number of shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

DISTRIBUTION OF ASSETS IN SPECIE. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of an Special Resolution of the Company, divide among the contributories in specie or kind, any part of the assets of the Company, and may with the sanction, vest any part of the assets of the Company in trustees upon such trusts for the contributories or any of them as the liquidator with the like sanction may think fit.

NAME(S), ADDRESS(ES) AND DESCRIPTION(S) OF SUBSCRIBER(S)	SIGNATURE(S) OF SUBSCRIBER(S)
ASIA BREWERY, INCORPORATED Bo. Sala, Cabuyao, Laguna, Philippines (Registration No. 85357)	Authorised Signatory Name: **MICHAEL GONZALES TAN** Designation: Director

Dated : 20 August 2014

Annex E

Details of the Joint Venture Referred to in item 4 (b) (i)

List of name, citizenship, address, representative and ownership for the authorized capital stock, indicating local and foreign capital ratio.

Name	Citizenship	Address	Representative	Shareholding
1. Asia Pacific Beverages Pte. Ltd.	Singapore	6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986)	Michael Gonzales Tan	90%
2. Aung Maw Thein	Myanmar	16 E, East Race Course Road Tamwe Township, Yangon, Myanmar		10%

List of name, citizenship, address, designation and identification number of the directors and executives of the organization.

Name	Citizenship	Address	Designation of Executives	Passport Number
1. Michael Gonzales Tan	Filipino	6/F Allied Bank Center, 6754 Ayala Avenue, Makati City, Metro Manila 1226 Philippines	Managing Director	EC0229876
2. Hubert Lim Tan	Filipino	3 Ocampo Street, Conthian Gardens, Quezon City, Philippines	Director	EB7529827
3. Ho Chung Yin Alan	Singapore	50 Holland Road #04-09 Singapore 258853	Director	E3058014N
4. Aung Maw Thein	Myanmar	16 E, East Race Course Road, Tamwe Township Yangon, Myanmar	Director	B 683130

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မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အာရှပစိဖိတ်ဘီဗရက်ချ်မြန်မာ **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

Asia Pacific Beverages Myanmar **COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အာရှပစိဖိတ်ဘီဗရစ်ချ်မြန်မာ **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ **ကုမ္ပဏီ၏ အမည်သည်** အာရှပစိဖိတ်ဘီဗရစ်ချ်မြန်မာ **ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါ အတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ်US$ 15,000,000 /-(ကျပ် Fifteen Million US Dollars Only တိတိ) ဖြစ်၍ငွေကျပ် US$1 /-(ကျပ် One US Dollar Only တိတိ) တန် အစုရှယ်ယာပေါင်း (15,000,000)ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကိုကုမ္ပဏီ၏စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေအထွေထွေ ပြဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

ဂန်ဆောင်မှုလုပ်ငန်း ရည်ရွယ်ချက်

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

- အရက်မဟုတ်သော အသင့်သောက်သုံးရန် အချိုရည် ၊ ဖျော်ရည်များ အား ထုတ်လုပ်ခြင်း ၊ ဈေးကွက်ရှာဖွေခြင်း ၊ ရောင်းချခြင်း နှင့် ဖြန့်ဖြူးခြင်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေး လုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့် ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေး အဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတမြန်မာ နိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ ဖြစ်စေ၊ အချိန်ကာလ အလိုက်တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့ပြင် ပြည်ထောင်စု သမ္မတမြန်မာ နိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထားခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤအသင်းအဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	Asia Pacific Beverages Pte. Ltd. 6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986) Represented by: Michael Gonzales Tan 6/F Allied Bank Center 6754 Ayala Avenue, Makati City Metro Manila, Philippines 1226	Incorporated in Singapore with Registration No. 201424557M	9,000,000	
2	Aung Maw Thein 16 E, East Race Course Road, Tamwe Township, Yangon, Myanmar	Myanmar NRC No. 12/Ma Ra Ka (Naing) 044833	1,000,000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၅ ခုနှစ်၊ လ၊ ( )ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Than Naing
B.A.(Law)., LL.B.
DL-101. IP(Law). WIPO.
Advocate & Legal Consultant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အာရှပစိဖိတ်ဘီဗရစ်ချ်မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

♦ ♦ ♦ ♦ ♦ ♦ ♦

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါသတ်မှတ်ချက်များသည် အကျိုး သက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့် ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ, တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် သတ်မှတ်ရင်းနီးမ,တည်ငွေရင်းသည် ကျပ်USD 15,000,000 /- (ကျပ် Fifteen Million US Dollars Only တိတိ) ဖြစ်၍ ငွေကျပ် US$ 1 /- (ကျပ် One US Dollar Only တိတိ) တန် အစုရှယ်ယာပေါင်း (15,000,000) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင် နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေဘဲ အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင်ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည် အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင် တစ်ဦး၏ တရားဝင်ကိုယ်စား လှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက်မပေးသွင်းရသေးသော ငွေများကိုအခါ အားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်နိုင်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ်အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၆) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည်-

(၁) Mr. Michael Gonzales Tan

(၂) Mr. Hubert Lim Tan

(၃) Mr. Ho Chung Yin Alan

(၄) Mr. Aung Maw Thein

(၅) တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာအနည်းဆုံး( ) စုကိုပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါပြဋ္ဌာန်း ချက် များကို လိုက်နာရန်တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှမပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင် တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းထမြောက်မည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏အစည်းအဝေးကို မည်သည့် ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက် တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီ ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသောအာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ်ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏အစုရှယ်ယာများအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများ အတွက်ပြေစာများ ပြုလုပ်ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်းကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်)ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသောမည်သည့်အရာရှိသို့မဟုတ်ပုဂ္ဂိုလ်ကိုမဆိုအတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့်ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီး ကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့်တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌)ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့်အစုရှင်အရေအတွက် မတတ်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တတ်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေတွက်ဖြစ် စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေ များကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေးဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသို ထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်း ကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများကသင့်လျော်သည်ဟုထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့် အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့ စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	Asia Pacific Beverages Pte. Ltd. 6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986) Represented by: Michael Gonzales Tan 6/F Allied Bank Center 6754 Ayala Avenue, Makati City Metro Manila, Philippines 1226	Incorporated in Singapore with Registration No. 201424557M	9,000,000	
2	Aung Maw Thein 16 E, East Race Course Road, Tamwe Township, Yangon, Myanmar	Myanmar NRC No. 12/Ma Ra Ka (Naing) 044833	1,000,000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၅ ခုနှစ်၊ လ၊ ( )ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Than Naing
B.A.(Law)., LL.B.
DL-101. IP(Law). WIPO.
Advocate & Legal Consultant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

Asia Pacific Beverages Myanmar **COMPANY LIMITID**

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I. The name of the Company is Asia Pacific Beverages Myanmar COMPANY LIMITED.

II. The registered offfice of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is ~~Ks.~~ US$15,000,000 /-(~~Kyats~~ Fifteen Milliom US Dollars Only) divided into (15,000,000) shares of ~~Ks.~~ US$ 1 /-(~~Kyats~~ One US Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in force in this behalf.

6. The Objectives For Which The company is established are

- Manufacturing, marketing, sales and distribution of non-alcoholic ready-to-drink beverage products.

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	Asia Pacific Beverages Pte. Ltd. 6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986) Represented by: Michael Gonzales Tan 6/F Allied Bank Center 6754 Ayala Avenue, Makati City Metro Manila, Philippines 1226	Incorporated in Singapore with Registration No. 201424557M	9,000,000	[signature]
2	Aung Maw Thein 16 E, East Race Course Road, Tamwe Township, Yangon, Myanmar	Myanmar NRC No. 12/Ma Ra Ka (Naing) 044833	1,000,000	[signature]

Yangon Dated the day of 2015.

It is hereby certified that the persons mentioned above put their signatures in my presence

[signature]

U Than Naing
B.A.(Law)., LL.B.
DL-101. IP(Law). WIPO.
Advocate & Legal Consultant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

Asia Pacific Beverages Myanmar COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the first Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-
   (a) The mumber of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.
   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is here by prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is ~~Ks.~~US$15,000,000 /- (~~Kyats~~ Fifteen Million US Dollars Only) divided into (15,000,000) shares of ~~Ks.~~ US$ 1 /- (~~Kyats~~ One US Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be : -
(1) Mr.Michael Gonzales Tan
(2) Mr.Hubert Lim Tan
(3) Mr.Ho Chung Yin Alan
(4) Mr.Aung Maw Thein
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determind, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constitued.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future)as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time(not being more than fifteen month after the holding of the last preceding general meeting)and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital(not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to : -
   (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
   (2) all sales and purchases of goods by the Company;
   (3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

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We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	Asia Pacific Beverages Pte. Ltd. 6 Temasek Boulevard #29-00 Suntec Tower Four, Singapore (038986) Represented by: Michael Gonzales Tan 6/F Allied Bank Center 6754 Ayala Avenue, Makati City Metro Manila, Philippines 1226	Incorporated in Singapore with Registration No. 201424557M	9,000,000	[signature]
2	Aung Maw Thein 16 E, East Race Course Road, Tamwe Township, Yangon, Myanmar	Myanmar NRC No. 12/Ma Ra Ka (Naing) 044833	1,000,000	[signature]

Yangon Dated the day of 2015.

It is hereby certified that the persons mentioned above put their signatures in my presence

[signature]

U Than Naing
B.A.(Law)., LL.B.
DL-101. IP(Law). WIPO.
Advocate & Legal Consultant

Annex G

Proposed Schedule for foreign capital to be brought into Myanmar
Referred to in Form 1 Item (6)

From MIC approval	Amount in Foreign Currency	Estimated Kyat Equivalent
First month	US$ 2,000,000	2,200,000,000
Second month	US$ 2,000,000	2,200,000,000
Third month	US$ 2,000,000	2,200,000,000
Fourth month	US$ 2,000,000	2,200,000,000
Fifth month	US$ 1,000,000	1,100,000,000
TOTAL	**US$9,000,000**	**9,900,000,000**

Annex H

Annual Raw Material Requirements
Referred in Form 1 Item 9 (e)

RAW MATERIALS	TOTAL REQUIRED QUANTITY (KG)															
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	TOTAL
SUGAR	5,394,300	6,741,500	8,120,400	9,706,400	11,132,500	12,661,600	13,927,800	15,320,600	16,852,600	18,537,900	20,391,700	22,430,800	24,673,900	27,141,300	29,855,400	**247,096,200**
FLAVORS	341,400	423,000	521,000	619,000	711,700	786,900	865,600	952,200	1,047,400	1,152,200	1,267,400	1,394,100	1,533,500	1,686,900	1,855,600	**15,420,000**
VITAMINS	14,200	17,000	19,600	22,500	24,800	27,300	30,000	33,000	36,300	39,900	43,900	48,300	53,100	58,400	64,300	**543,500**
COLORANT	1,800	2,300	2,700	3,200	3,700	4,300	4,700	5,100	5,700	6,200	6,900	7,500	8,300	9,100	10,000	**82,300**
CLOUDIFIER	9,400	11,800	14,200	17,000	19,600	22,500	24,700	27,200	29,900	32,900	36,200	39,800	43,800	48,200	53,000	**438,200**
PECTIN	9,200	11,500	13,800	16,600	19,100	21,900	24,100	26,500	29,200	32,100	35,300	38,800	42,700	47,000	51,700	**426,900**
CAFFEINE	3,700	4,600	5,500	6,600	7,600	8,800	9,600	10,600	11,700	12,800	14,100	15,500	17,100	18,800	20,700	**170,600**
PRESERVATIVES	97,100	120,400	144,200	171,100	195,200	220,600	242,600	266,900	293,600	323,000	355,300	390,800	429,900	472,800	520,100	**4,319,800**
OTHERS	663,500	829,300	995,300	1,194,300	1,373,400	1,579,300	1,737,200	1,910,900	2,102,000	2,312,200	2,543,400	2,797,800	3,077,500	3,385,300	3,723,800	**30,743,200**
TOTAL RM	**6,534,600**	**8,161,400**	**9,836,700**	**11,756,700**	**13,487,600**	**15,333,200**	**16,866,300**	**18,553,000**	**20,408,400**	**22,449,200**	**24,694,200**	**27,163,400**	**29,879,800**	**32,867,800**	**36,154,600**	**299,240,700**

PACKAGING MATERIALS	TOTAL REQUIRED QUANTITY (PCS)															
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	TOTAL
ALUMINUM CANS	67,730,702	84,499,192	101,804,697	121,673,516	139,673,257	158,958,441	174,854,285	192,339,714	211,573,685	232,731,054	256,004,159	281,604,575	309,765,032	340,741,535	374,815,689	**3,101,274,229**
PET PREFORMS	51,184,319	63,985,696	77,736,201	92,299,437	105,484,728	117,534,138	129,287,552	142,216,307	156,437,938	172,081,732	189,289,905	208,218,896	229,040,785	251,944,864	277,139,350	**2,302,650,790**
PE CAPS	51,184,319	63,985,696	77,736,201	92,299,437	105,484,728	117,534,138	129,287,552	142,216,307	156,437,938	172,081,732	189,289,905	208,218,896	229,040,785	251,944,864	277,139,350	**2,302,650,790**
SHRINK LABELS	51,184,319	63,985,696	77,736,201	92,299,437	105,484,728	117,534,138	129,287,552	142,216,307	156,437,938	172,081,732	189,289,905	208,218,896	229,040,785	251,944,864	277,139,350	**2,302,650,790**
CARTON BOXES	3,704,655	4,617,304	5,575,283	6,642,501	7,610,083	8,592,669	9,451,936	10,397,130	11,436,842	12,580,527	13,838,579	15,222,437	16,744,681	18,419,149	20,261,064	**167,947,362**
SHRINKWRAP	4,485,799	5,610,639	6,762,970	8,095,059	9,298,848	10,601,323	11,661,455	12,827,601	14,110,361	15,521,397	17,073,537	18,780,890	20,658,979	22,724,877	24,997,365	**206,696,980**
TOTAL PM	**229,474,112**	**286,684,224**	**347,351,553**	**413,309,387**	**473,036,372**	**530,754,848**	**583,830,333**	**642,213,366**	**706,434,703**	**777,078,173**	**854,785,991**	**940,264,590**	**1,034,291,049**	**1,137,720,153**	**1,251,492,169**	**10,383,870,940**
TOTAL RM/PM	**236,008,712**	**294,845,624**	**357,188,253**	**425,066,087**	**486,523,972**	**546,088,048**	**600,696,633**	**660,766,366**	**726,843,103**	**799,527,373**	**879,480,191**	**967,427,990**	**1,064,170,849**	**1,170,587,953**	**1,287,646,769**	**10,683,111,640**

RAW MATERIALS	AMOUNT (US$ Thousands)															
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	TOTAL
SUGAR	$ 3,183	$ 3,977	$ 4,791	$ 5,727	$ 6,568	$ 7,470	$ 8,217	$ 9,039	$ 9,943	$ 10,937	$ 12,031	$ 13,234	$ 14,558	$ 16,013	$ 17,615	**$ 145,787**
FLAVORS	$ 2,196	$ 2,742	$ 3,339	$ 3,982	$ 4,575	$ 5,141	$ 5,655	$ 6,220	$ 6,842	$ 7,527	$ 8,279	$ 9,107	$ 10,018	$ 11,020	$ 12,122	**$ 100,460**
VITAMINS	$ 318	$ 381	$ 440	$ 505	$ 558	$ 613	$ 675	$ 742	$ 816	$ 898	$ 988	$ 1,086	$ 1,195	$ 1,315	$ 1,446	**$ 12,220**
COLORANT	$ 13	$ 16	$ 20	$ 23	$ 26	$ 30	$ 33	$ 36	$ 40	$ 44	$ 48	$ 53	$ 58	$ 64	$ 71	**$ 586**
CLOUDIFIER	$ 106	$ 133	$ 159	$ 191	$ 220	$ 253	$ 278	$ 306	$ 337	$ 370	$ 407	$ 448	$ 493	$ 542	$ 596	**$ 4,931**
PECTIN	$ 193	$ 242	$ 290	$ 348	$ 400	$ 460	$ 507	$ 557	$ 613	$ 674	$ 742	$ 816	$ 897	$ 987	$ 1,086	**$ 8,967**
CAFFEINE	$ 110	$ 138	$ 165	$ 198	$ 228	$ 262	$ 288	$ 317	$ 349	$ 384	$ 422	$ 465	$ 511	$ 562	$ 618	**$ 5,107**
PRESERVATIVES	$ 263	$ 321	$ 386	$ 452	$ 518	$ 576	$ 633	$ 697	$ 767	$ 843	$ 927	$ 1,020	$ 1,122	$ 1,234	$ 1,358	**$ 11,320**
OTHERS	$ 1,858	$ 2,327	$ 2,855	$ 3,400	$ 3,900	$ 4,328	$ 4,761	$ 5,237	$ 5,761	$ 6,337	$ 6,970	$ 7,667	$ 8,434	$ 9,277	$ 10,205	**$ 84,702**
TOTAL RM	**$ 8,240**	**$ 10,278**	**$ 12,445**	**$ 14,826**	**$ 16,993**	**$ 19,134**	**$ 21,047**	**$ 23,152**	**$ 25,467**	**$ 28,014**	**$ 30,815**	**$ 33,897**	**$ 37,286**	**$ 41,015**	**$ 45,117**	**$ 374,080**

PACKAGING MATERIALS	AMOUNT (US$ Thousands)															
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	TOTAL
ALUMINUM CANS	$ 7,751	$ 9,671	$ 11,651	$ 13,925	$ 15,986	$ 18,196	$ 20,016	$ 22,017	$ 24,219	$ 26,641	$ 29,305	$ 32,235	$ 35,459	$ 39,005	$ 42,905	**$ 354,990**
PET PREFORMS	$ 3,598	$ 4,497	$ 5,465	$ 6,488	$ 7,414	$ 8,256	$ 9,081	$ 9,990	$ 10,989	$ 12,087	$ 13,296	$ 14,626	$ 16,088	$ 17,697	$ 19,467	**$ 161,768**
PE CAPS	$ 744	$ 930	$ 1,130	$ 1,342	$ 1,534	$ 1,709	$ 1,880	$ 2,068	$ 2,275	$ 2,502	$ 2,753	$ 3,028	$ 3,331	$ 3,664	$ 4,030	**$ 33,484**
SHRINK LABELS	$ 878	$ 1,097	$ 1,332	$ 1,582	$ 1,809	$ 2,018	$ 2,220	$ 2,442	$ 2,686	$ 2,955	$ 3,250	$ 3,575	$ 3,933	$ 4,326	$ 4,758	**$ 39,528**
CARTON BOXES	$ 370	$ 462	$ 558	$ 664	$ 761	$ 859	$ 945	$ 1,040	$ 1,144	$ 1,258	$ 1,384	$ 1,522	$ 1,674	$ 1,842	$ 2,026	**$ 16,795**
SHRINKWRAP	$ 309	$ 387	$ 466	$ 558	$ 641	$ 731	$ 804	$ 884	$ 973	$ 1,070	$ 1,177	$ 1,295	$ 1,424	$ 1,567	$ 1,724	**$ 14,252**
TOTAL PM	**$ 13,651**	**$ 17,044**	**$ 20,602**	**$ 24,560**	**$ 28,144**	**$ 31,769**	**$ 34,946**	**$ 38,441**	**$ 42,285**	**$ 46,513**	**$ 51,165**	**$ 56,281**	**$ 61,909**	**$ 68,100**	**$ 74,910**	**$ 620,817**
TOTAL RM/PM	**$ 21,891**	**$ 27,322**	**$ 33,047**	**$ 39,386**	**$ 45,137**	**$ 50,903**	**$ 55,993**	**$ 61,593**	**$ 67,752**	**$ 74,527**	**$ 81,980**	**$ 90,178**	**$ 99,196**	**$ 109,115**	**$ 120,027**	**$ 994,896**

MATERIALS	TOTAL REQUIRED QUANTITY (KG)															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
LOCALLY SOURCED																
Sugar	5,394,300	6,741,500	8,120,400	9,706,400	11,132,500	12,661,600	13,927,800	15,320,600	16,852,600	18,537,900	20,391,700	22,430,800	24,673,900	27,141,300	29,855,400	247,096,200
Sub-total Sugar	**5,394,300**	**6,741,500**	**8,120,400**	**9,706,400**	**11,132,500**	**12,661,600**	**13,927,800**	**15,320,600**	**16,852,600**	**18,537,900**	**20,391,700**	**22,430,800**	**24,673,900**	**27,141,300**	**29,855,400**	**247,096,200**
Anhydrous Citric Acid	72,800	90,300	107,900	128,000	145,900	165,000	181,400	199,600	219,500	241,600	265,700	292,200	321,400	353,600	388,900	3,231,200
Sodium Benzoate	8,400	10,500	12,600	15,100	17,300	19,900	21,900	24,100	26,500	29,200	32,100	35,300	38,900	42,700	47,000	388,000
Sodium Citrate	7,700	9,500	11,300	13,500	15,400	17,400	19,200	21,100	23,200	25,500	28,100	30,900	34,000	37,400	41,100	341,400
Sub-total Preservatives	**88,900**	**110,300**	**131,800**	**156,600**	**178,600**	**202,300**	**222,500**	**244,800**	**269,200**	**296,300**	**325,900**	**358,400**	**394,300**	**433,700**	**477,000**	**3,960,600**
TOTAL RM	**5,483,200**	**6,851,800**	**8,252,200**	**9,863,000**	**11,311,100**	**12,863,900**	**14,150,300**	**15,565,400**	**17,121,800**	**18,834,200**	**20,717,600**	**22,789,200**	**25,068,200**	**27,575,000**	**30,332,400**	**251,056,800**
Carton Boxes	3,704,655	4,617,304	5,575,283	6,642,501	7,610,083	8,592,669	9,451,936	10,397,130	11,436,842	12,580,527	13,838,579	15,222,437	16,744,681	18,419,149	20,261,064	167,947,362
TOTAL PM	**3,704,655**	**4,617,304**	**5,575,283**	**6,642,501**	**7,610,083**	**8,592,669**	**9,451,936**	**10,397,130**	**11,436,842**	**12,580,527**	**13,838,579**	**15,222,437**	**16,744,681**	**18,419,149**	**20,261,064**	**167,947,362**
TOTAL LOCALLY SOURCED RM/PM	**9,187,855**	**11,469,104**	**13,827,483**	**16,505,501**	**18,921,183**	**21,456,569**	**23,602,236**	**25,962,530**	**28,558,642**	**31,414,727**	**34,556,179**	**38,011,637**	**41,812,881**	**45,994,149**	**50,593,464**	**419,004,162**

MATERIALS	TOTAL REQUIRED QUANTITY (KG)															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
IMPORTED GOODS																
SK Orange Flavor	29,700	37,100	44,500	53,400	61,400	70,400	77,400	85,100	93,600	103,000	113,300	124,600	137,100	150,800	165,900	1,371,000
SK Lemon Lime Flavor	5,800	7,200	8,600	10,400	11,900	13,700	15,100	16,600	18,300	20,100	22,100	24,300	26,700	29,400	32,400	267,200
Red Grape Flavor	400	500	600	700	900	1,000	1,100	1,200	1,300	1,400	1,600	1,700	1,900	2,100	2,300	19,000
Lychee Flavor 1	1,400	1,700	2,100	2,500	2,900	3,300	3,600	4,000	4,400	4,800	5,300	5,800	6,400	7,100	7,800	64,500
Lychee Flavor 2	1,200	1,500	1,800	2,200	2,500	2,900	3,200	3,500	3,800	4,200	4,600	5,100	5,600	6,200	6,800	56,300
Cola flavor 1	1,200	1,500	1,800	2,200	2,500	2,900	3,200	3,500	3,800	4,200	4,600	5,100	5,600	6,200	6,800	55,500
Cola flavor 2	2,400	3,000	3,600	4,400	5,000	5,800	6,300	7,000	7,700	8,400	9,300	10,200	11,200	12,400	13,600	111,100
Orange Juice Concentrate	113,700	138,100	167,700	195,300	224,600	247,100	271,800	299,000	328,900	361,900	398,000	437,800	481,600	529,600	582,700	4,865,300
Apple-Lychee Juice Concentrate	18,200	22,800	28,500	34,200	39,300	43,300	47,600	52,300	57,600	63,300	69,700	76,600	84,300	92,700	102,000	846,400
Flavor	2,700	3,300	3,800	4,300	4,700	5,200	5,700	6,300	7,000	7,600	8,400	9,300	10,200	11,200	12,300	104,100
Mandarin Sacs	152,700	190,900	238,700	286,300	329,300	362,200	398,500	438,500	482,200	530,600	583,600	642,000	706,200	776,600	854,300	7,090,200
Lychee Flavour Mane	1,000	1,200	1,500	1,800	2,100	2,300	2,500	2,700	3,000	3,300	3,600	4,000	4,400	4,900	5,300	44,300
Lychee Flavour Sym	1,000	1,200	1,500	1,800	2,100	2,300	2,500	2,700	3,000	3,300	3,600	4,000	4,400	4,900	5,300	44,300
Tea Extract	6,000	7,700	9,700	11,600	13,400	14,700	16,200	17,800	19,600	21,500	23,700	26,000	28,600	31,500	34,600	286,900
Kumquat Flavour	300	400	500	600	700	700	800	900	1,000	1,100	1,200	1,300	1,400	1,600	1,700	14,400
Lemon Flavour	300	400	500	600	700	700	800	900	1,000	1,100	1,200	1,300	1,400	1,600	1,700	14,400
Tea Powder	2,700	3,500	4,400	5,200	6,000	6,600	7,300	8,000	8,800	9,700	10,600	11,700	12,900	14,200	15,600	129,100
Apple Flavour	700	1,000	1,200	1,500	1,700	1,800	2,000	2,200	2,400	2,700	3,000	3,300	3,600	3,900	4,300	35,800
Sub-total Flavors	**341,400**	**423,000**	**521,000**	**619,000**	**711,700**	**786,900**	**865,600**	**952,200**	**1,047,400**	**1,152,200**	**1,267,400**	**1,394,100**	**1,533,500**	**1,686,900**	**1,855,400**	**15,419,800**
Beta Carotene 10% CWS	100	100	200	200	200	300	300	300	300	400	400	500	500	600	600	5,100
Vitamins Premix	14,100	16,900	19,400	22,300	24,600	27,000	29,700	32,700	36,000	39,500	43,500	47,800	52,600	57,800	63,700	538,400
Sub-total Vitamins	**14,200**	**17,000**	**19,600**	**22,500**	**24,800**	**27,300**	**30,000**	**33,000**	**36,300**	**39,900**	**43,900**	**48,300**	**53,100**	**58,400**	**64,300**	**543,500**
Sunset Yellow (Yellow 6)	290	360	430	520	590	680	750	820	910	1,000	1,100	1,210	1,330	1,460	1,610	13,290
Grape Color	10	20	20	20	30	30	30	40	40	40	50	50	60	60	70	580
Allura Red	10	10	10	10	20	20	20	20	30	30	30	40	40	40	50	390
Caramel Color	1,280	1,650	1,940	2,300	2,670	3,150	3,440	3,710	4,160	4,510	5,040	5,450	6,050	6,630	7,300	59,670
Tartrazine	180	220	250	290	320	350	380	420	460	510	560	620	680	750	820	6,950
Caramel Colour DS 400	30	40	50	60	70	70	80	90	100	110	120	130	140	160	170	1,440
Sub-total Colorant	**1,800**	**2,300**	**2,700**	**3,200**	**3,700**	**4,300**	**4,700**	**5,100**	**5,700**	**6,200**	**6,900**	**7,500**	**8,300**	**9,100**	**10,020**	**82,320**
Cloud	7,300	9,200	11,100	13,300	15,300	17,600	19,300	21,200	23,300	25,700	28,200	31,000	34,200	37,600	41,400	341,600
Neutral Cloud	2,100	2,600	3,100	3,700	4,300	4,900	5,400	6,000	6,600	7,200	8,000	8,800	9,600	10,600	11,700	96,700
Sub-total Cloudifier	**9,400**	**11,800**	**14,200**	**17,000**	**19,600**	**22,500**	**24,700**	**27,200**	**29,900**	**32,900**	**36,200**	**39,800**	**43,800**	**48,200**	**53,100**	**438,300**

Pectin	9,200	11,500	13,800	16,600	19,100	21,900	24,100	26,500	29,200	32,100	35,300	38,800	42,700	47,000	51,700	426,900
Sub-total Pectin	**9,200**	**11,500**	**13,800**	**16,600**	**19,100**	**21,900**	**24,100**	**26,500**	**29,200**	**32,100**	**35,300**	**38,800**	**42,700**	**47,000**	**51,700**	**426,900**
Caffeine	3,700	4,600	5,500	6,600	7,600	8,800	9,600	10,600	11,700	12,800	14,100	15,500	17,100	18,800	20,700	170,600
Sub-total Caffeine	**3,700**	**4,600**	**5,500**	**6,600**	**7,600**	**8,800**	**9,600**	**10,600**	**11,700**	**12,800**	**14,100**	**15,500**	**17,100**	**18,800**	**20,700**	**170,600**
Ascorbic Acid	6,200	7,500	9,100	10,500	12,100	13,300	14,600	16,100	17,700	19,400	21,400	23,500	25,900	28,400	31,300	261,800
Malic Acid	2,000	2,600	3,300	4,000	4,500	5,000	5,500	6,000	6,700	7,300	8,000	8,900	9,700	10,700	11,800	97,400
Sub-total Preservatives	**8,200**	**10,100**	**12,400**	**14,500**	**16,600**	**18,300**	**20,100**	**22,100**	**24,400**	**26,700**	**29,400**	**32,400**	**35,600**	**39,100**	**43,100**	**359,200**
CO2	662,000	827,400	992,900	1,191,600	1,370,200	1,575,800	1,733,300	1,906,600	2,097,400	2,307,000	2,537,700	2,791,500	3,070,600	3,377,700	3,715,580	30,674,080
Gellan Gum	1,100	1,300	1,600	1,900	2,200	2,400	2,700	2,900	3,200	3,600	3,900	4,300	4,700	5,200	5,700	47,500
Xanthan Gum (kg)	200	300	400	400	500	500	600	700	700	800	900	1,000	1,100	1,200	1,300	10,800
CMC	200	300	400	400	500	600	600	700	700	800	900	1,000	1,100	1,200	1,300	10,900
Others	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Others	**663,500**	**829,300**	**995,300**	**1,194,300**	**1,373,400**	**1,579,300**	**1,737,200**	**1,910,900**	**2,102,000**	**2,312,200**	**2,543,400**	**2,797,800**	**3,077,500**	**3,385,300**	**3,723,880**	**30,743,280**
TOTAL RM	**1,051,400**	**1,309,600**	**1,584,500**	**1,893,700**	**2,176,500**	**2,469,300**	**2,716,000**	**2,987,600**	**3,286,600**	**3,615,000**	**3,976,600**	**4,374,200**	**4,811,600**	**5,292,800**	**5,822,200**	**48,183,900**
Aluminum Can	67,730,702	84,499,192	101,804,697	121,673,516	139,673,257	158,958,441	174,854,285	192,339,714	211,573,685	232,731,054	256,004,159	281,604,575	309,765,032	340,741,535	374,815,689	3,101,274,229
PET Preform	51,184,319	63,985,696	77,736,201	92,299,437	105,484,728	117,534,138	129,287,552	142,216,307	156,437,938	172,081,732	189,289,905	208,218,896	229,040,785	251,944,864	277,139,350	2,302,650,790
PET Caps	51,184,319	63,985,696	77,736,201	92,299,437	105,484,728	117,534,138	129,287,552	142,216,307	156,437,938	172,081,732	189,289,905	208,218,896	229,040,785	251,944,864	277,139,350	2,302,650,790
Labels	51,184,319	63,985,696	77,736,201	92,299,437	105,484,728	117,534,138	129,287,552	142,216,307	156,437,938	172,081,732	189,289,905	208,218,896	229,040,785	251,944,864	277,139,350	2,302,650,790
Shrinkwraps	4,485,799	5,610,639	6,762,970	8,095,059	9,298,848	10,601,323	11,661,455	12,827,601	14,110,361	15,521,397	17,073,537	18,780,890	20,658,979	22,724,877	24,997,365	206,696,980
TOTAL PM	**225,769,457**	**282,066,920**	**341,776,270**	**406,666,886**	**465,426,289**	**522,162,179**	**574,378,397**	**631,816,237**	**694,997,860**	**764,497,646**	**840,947,411**	**925,042,152**	**1,017,546,367**	**1,119,301,004**	**1,231,231,105**	**10,215,923,578**
TOTAL IMPORTED GOODS RM/PM	**226,820,857**	**283,376,520**	**343,360,770**	**408,560,586**	**467,602,789**	**524,631,479**	**577,094,397**	**634,803,837**	**698,284,460**	**768,112,646**	**844,924,011**	**929,416,352**	**1,022,357,967**	**1,124,593,804**	**1,237,053,305**	**10,264,107,478**
TOTAL RM/PM	**236,008,712**	**294,845,624**	**357,188,253**	**425,066,087**	**486,523,972**	**546,088,048**	**600,696,633**	**660,766,366**	**726,843,103**	**799,527,373**	**879,480,191**	**967,427,990**	**1,064,170,849**	**1,170,587,953**	**1,287,646,769**	**10,683,111,640**

MATERIALS	Amount (USD) Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
LOCALLY SOURCED																
Sugar	$ 3,183	$ 3,977	$ 4,791	$ 5,727	$ 6,568	$ 7,470	$ 8,217	$ 9,039	$ 9,943	$ 10,937	$ 12,031	$ 13,234	$ 14,558	$ 16,013	$ 17,615	$ 145,787
Sub-total Sugar	**$ 3,183**	**$ 3,977**	**$ 4,791**	**$ 5,727**	**$ 6,568**	**$ 7,470**	**$ 8,217**	**$ 9,039**	**$ 9,943**	**$ 10,937**	**$ 12,031**	**$ 13,234**	**$ 14,558**	**$ 16,013**	**$ 17,615**	**$ 145,787**
Anhydrous Citric Acid	$ 74	$ 92	$ 110	$ 131	$ 149	$ 168	$ 185	$ 204	$ 224	$ 246	$ 271	$ 298	$ 328	$ 361	$ 397	$ 3,296
Sodium Benzoate	$ 13	$ 17	$ 20	$ 24	$ 27	$ 32	$ 35	$ 38	$ 42	$ 46	$ 51	$ 56	$ 61	$ 68	$ 74	$ 613
Sodium Citrate	$ 7	$ 8	$ 10	$ 12	$ 13	$ 15	$ 17	$ 18	$ 20	$ 22	$ 24	$ 27	$ 30	$ 33	$ 36	$ 297
Sub-total Preservatives	**$ 94**	**$ 117**	**$ 140**	**$ 166**	**$ 190**	**$ 215**	**$ 236**	**$ 260**	**$ 286**	**$ 315**	**$ 346**	**$ 381**	**$ 419**	**$ 461**	**$ 507**	**$ 4,206**
TOTAL RM	**$ 3,277**	**$ 4,094**	**$ 4,931**	**$ 5,893**	**$ 6,758**	**$ 7,685**	**$ 8,454**	**$ 9,299**	**$ 10,229**	**$ 11,252**	**$ 12,377**	**$ 13,615**	**$ 14,976**	**$ 16,474**	**$ 18,121**	**$ 149,993**
Carton Boxes	$ 370	$ 462	$ 558	$ 664	$ 761	$ 859	$ 945	$ 1,040	$ 1,144	$ 1,258	$ 1,384	$ 1,522	$ 1,674	$ 1,842	$ 2,026	$ 16,795
TOTAL PM	**$ 370**	**$ 462**	**$ 558**	**$ 664**	**$ 761**	**$ 859**	**$ 945**	**$ 1,040**	**$ 1,144**	**$ 1,258**	**$ 1,384**	**$ 1,522**	**$ 1,674**	**$ 1,842**	**$ 2,026**	**$ 16,795**
TOTAL LOCALLY SOURCED RM/PM	**$ 3,647**	**$ 4,556**	**$ 5,488**	**$ 6,557**	**$ 7,519**	**$ 8,545**	**$ 9,399**	**$ 10,339**	**$ 11,373**	**$ 12,510**	**$ 13,761**	**$ 15,137**	**$ 16,651**	**$ 18,316**	**$ 20,148**	**$ 166,787**

MATERIALS	Amount (USD) Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
IMPORTED GOODS																
SK Orange Flavor	$ 694	$ 866	$ 1,041	$ 1,248	$ 1,435	$ 1,645	$ 1,809	$ 1,990	$ 2,189	$ 2,408	$ 2,649	$ 2,914	$ 3,205	$ 3,526	$ 3,879	$ 32,054
SK Lemon Lime Flavor	$ 311	$ 389	$ 467	$ 561	$ 645	$ 741	$ 816	$ 897	$ 987	$ 1,086	$ 1,194	$ 1,313	$ 1,445	$ 1,589	$ 1,748	$ 14,439
Red Grape Flavor	$ 9	$ 11	$ 13	$ 16	$ 18	$ 21	$ 23	$ 26	$ 28	$ 31	$ 34	$ 38	$ 41	$ 45	$ 50	$ 413
Lychee Flavor 1	$ 22	$ 28	$ 33	$ 40	$ 46	$ 53	$ 58	$ 64	$ 70	$ 77	$ 85	$ 94	$ 103	$ 113	$ 125	$ 1,035
Lychee Flavor 2	$ 21	$ 26	$ 31	$ 38	$ 43	$ 50	$ 55	$ 60	$ 66	$ 73	$ 80	$ 88	$ 97	$ 106	$ 117	$ 971
Cola flavor 1	$ 23	$ 28	$ 34	$ 41	$ 47	$ 54	$ 59	$ 65	$ 72	$ 79	$ 87	$ 96	$ 105	$ 116	$ 127	$ 1,041
Cola flavor 2	$ 17	$ 21	$ 25	$ 30	$ 35	$ 40	$ 44	$ 48	$ 53	$ 58	$ 64	$ 70	$ 77	$ 85	$ 94	$ 767
Orange Juice Concentrate	$ 375	$ 456	$ 554	$ 645	$ 741	$ 816	$ 897	$ 987	$ 1,086	$ 1,194	$ 1,314	$ 1,445	$ 1,589	$ 1,748	$ 1,923	$ 16,059
Apple-Lychee Juice Concentrate	$ 80	$ 99	$ 124	$ 149	$ 171	$ 189	$ 207	$ 228	$ 251	$ 276	$ 304	$ 334	$ 368	$ 404	$ 445	$ 3,691
Flavor	$ 50	$ 60	$ 69	$ 79	$ 87	$ 96	$ 105	$ 116	$ 128	$ 140	$ 154	$ 170	$ 187	$ 205	$ 226	$ 1,911
Mandarin Sacs	$ 276	$ 345	$ 431	$ 518	$ 595	$ 655	$ 720	$ 792	$ 872	$ 959	$ 1,055	$ 1,160	$ 1,276	$ 1,404	$ 1,544	$ 12,815
Lychee Flavour Mane	$ 18	$ 22	$ 27	$ 33	$ 38	$ 42	$ 46	$ 50	$ 55	$ 61	$ 67	$ 74	$ 81	$ 89	$ 98	$ 814
Lychee Flavour Sym	$ 15	$ 18	$ 23	$ 28	$ 32	$ 35	$ 39	$ 42	$ 47	$ 51	$ 56	$ 62	$ 68	$ 75	$ 83	$ 686
Tea Extract	$ 158	$ 206	$ 257	$ 308	$ 355	$ 390	$ 429	$ 472	$ 519	$ 571	$ 628	$ 691	$ 760	$ 836	$ 920	$ 7,612
Kumquat Flavour	$ 5	$ 6	$ 7	$ 9	$ 10	$ 11	$ 13	$ 14	$ 15	$ 17	$ 18	$ 20	$ 22	$ 24	$ 27	$ 222
Lemon Flavour	$ 13	$ 17	$ 21	$ 26	$ 30	$ 32	$ 36	$ 39	$ 43	$ 48	$ 52	$ 58	$ 63	$ 70	$ 77	$ 634
Tea Powder	$ 77	$ 100	$ 125	$ 150	$ 173	$ 190	$ 209	$ 230	$ 253	$ 278	$ 306	$ 337	$ 370	$ 408	$ 448	$ 3,711
Apple Flavour	$ 33	$ 43	$ 54	$ 64	$ 74	$ 81	$ 89	$ 98	$ 108	$ 119	$ 131	$ 144	$ 158	$ 174	$ 192	$ 1,586
Sub-total Flavors	**$ 2,196**	**$ 2,742**	**$ 3,339**	**$ 3,982**	**$ 4,575**	**$ 5,141**	**$ 5,655**	**$ 6,220**	**$ 6,842**	**$ 7,527**	**$ 8,279**	**$ 9,107**	**$ 10,018**	**$ 11,020**	**$ 12,122**	**$ 100,460**
Beta Carotene 10% CWS	$ 19	$ 22	$ 27	$ 31	$ 35	$ 39	$ 43	$ 47	$ 52	$ 57	$ 63	$ 69	$ 76	$ 83	$ 92	$ 769
Vitamins Premix	$ 299	$ 359	$ 413	$ 475	$ 522	$ 574	$ 632	$ 695	$ 764	$ 841	$ 925	$ 1,017	$ 1,119	$ 1,231	$ 1,354	$ 11,451
Sub-total Vitamins	**$ 318**	**$ 381**	**$ 440**	**$ 505**	**$ 558**	**$ 613**	**$ 675**	**$ 742**	**$ 816**	**$ 898**	**$ 988**	**$ 1,086**	**$ 1,195**	**$ 1,315**	**$ 1,446**	**$ 12,220**
Sunset Yellow (Yellow 6)	$ 6	$ 7	$ 9	$ 11	$ 12	$ 14	$ 16	$ 17	$ 19	$ 21	$ 23	$ 25	$ 28	$ 30	$ 33	$ 277
Grape Color	$ 0	$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 2	$ 2	$ 14
Allura Red	$ 0	$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 2	$ 2	$ 15
Caramel Color	$ 3	$ 4	$ 5	$ 6	$ 6	$ 7	$ 8	$ 9	$ 10	$ 11	$ 12	$ 13	$ 14	$ 16	$ 17	$ 142
Tartrazine	$ 4	$ 4	$ 5	$ 6	$ 6	$ 7	$ 7	$ 8	$ 9	$ 10	$ 11	$ 12	$ 13	$ 14	$ 16	$ 135
Caramel Colour DS 400	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 3
Sub-total Colorant	**$ 13**	**$ 16**	**$ 20**	**$ 23**	**$ 26**	**$ 30**	**$ 33**	**$ 36**	**$ 40**	**$ 44**	**$ 48**	**$ 53**	**$ 58**	**$ 64**	**$ 71**	**$ 586**
Cloud	$ 71	$ 88	$ 106	$ 127	$ 146	$ 168	$ 185	$ 204	$ 224	$ 246	$ 271	$ 298	$ 328	$ 361	$ 397	$ 3,276
Neutral Cloud	$ 36	$ 44	$ 53	$ 64	$ 74	$ 85	$ 93	$ 102	$ 113	$ 124	$ 136	$ 150	$ 165	$ 181	$ 200	$ 1,655
Sub-total Cloudifier	**$ 106**	**$ 133**	**$ 159**	**$ 191**	**$ 220**	**$ 253**	**$ 278**	**$ 306**	**$ 337**	**$ 370**	**$ 407**	**$ 448**	**$ 493**	**$ 542**	**$ 596**	**$ 4,931**

Pectin	$ 193	$ 242	$ 290	$ 348	$ 400	$ 460	$ 507	$ 557	$ 613	$ 674	$ 742	$ 816	$ 897	$ 987	$ 1,086	$ 8,967
Sub-total Pectin	**$ 193**	**$ 242**	**$ 290**	**$ 348**	**$ 400**	**$ 460**	**$ 507**	**$ 557**	**$ 613**	**$ 674**	**$ 742**	**$ 816**	**$ 897**	**$ 987**	**$ 1,086**	**$ 8,967**
Caffeine	$ 110	$ 138	$ 165	$ 198	$ 228	$ 262	$ 288	$ 317	$ 349	$ 384	$ 422	$ 465	$ 511	$ 562	$ 618	$ 5,107
Sub-total Caffeine	**$ 110**	**$ 138**	**$ 165**	**$ 198**	**$ 228**	**$ 262**	**$ 288**	**$ 317**	**$ 349**	**$ 384**	**$ 422**	**$ 465**	**$ 511**	**$ 562**	**$ 618**	**$ 5,107**
Ascorbic Acid	$ 161	$ 195	$ 235	$ 271	$ 312	$ 343	$ 378	$ 415	$ 457	$ 503	$ 553	$ 608	$ 669	$ 736	$ 809	$ 6,769
Malic Acid	$ 7	$ 9	$ 12	$ 14	$ 16	$ 18	$ 19	$ 21	$ 24	$ 26	$ 28	$ 31	$ 34	$ 38	$ 42	$ 345
Sub-total Preservatives	**$ 169**	**$ 204**	**$ 246**	**$ 285**	**$ 328**	**$ 361**	**$ 397**	**$ 437**	**$ 480**	**$ 529**	**$ 581**	**$ 639**	**$ 703**	**$ 774**	**$ 851**	**$ 7,114**
CO2	$ 338	$ 422	$ 506	$ 608	$ 699	$ 804	$ 884	$ 972	$ 1,070	$ 1,177	$ 1,294	$ 1,424	$ 1,566	$ 1,723	$ 1,895	$ 15,644
Gellan Gum	$ 92	$ 113	$ 138	$ 162	$ 186	$ 204	$ 225	$ 247	$ 272	$ 299	$ 329	$ 362	$ 398	$ 438	$ 482	$ 4,020
Xanthan Gum (kg)	$ 4	$ 5	$ 6	$ 7	$ 8	$ 9	$ 10	$ 11	$ 12	$ 13	$ 15	$ 16	$ 18	$ 19	$ 21	$ 176
CMC	$ 2	$ 3	$ 4	$ 5	$ 6	$ 6	$ 7	$ 7	$ 8	$ 9	$ 10	$ 11	$ 12	$ 13	$ 14	$ 119
Others	$ 1,421	$ 1,785	$ 2,201	$ 2,619	$ 3,001	$ 3,305	$ 3,635	$ 3,999	$ 4,399	$ 4,839	$ 5,322	$ 5,855	$ 6,440	$ 7,084	$ 7,792	$ 64,743
Sub-total Others	**$ 1,858**	**$ 2,327**	**$ 2,855**	**$ 3,400**	**$ 3,900**	**$ 4,328**	**$ 4,761**	**$ 5,237**	**$ 5,761**	**$ 6,337**	**$ 6,970**	**$ 7,667**	**$ 8,434**	**$ 9,277**	**$ 10,205**	**$ 84,702**
TOTAL RM	**$ 4,963**	**$ 6,183**	**$ 7,514**	**$ 8,933**	**$ 10,235**	**$ 11,449**	**$ 12,593**	**$ 13,853**	**$ 15,238**	**$ 16,762**	**$ 18,438**	**$ 20,282**	**$ 22,310**	**$ 24,541**	**$ 26,995**	**$ 224,087**
Aluminum Can	$ 7,751	$ 9,671	$ 11,651	$ 13,925	$ 15,986	$ 18,196	$ 20,016	$ 22,017	$ 24,219	$ 26,641	$ 29,305	$ 32,235	$ 35,459	$ 39,005	$ 42,905	$ 354,990
PET Preform	$ 3,598	$ 4,497	$ 5,465	$ 6,488	$ 7,414	$ 8,256	$ 9,081	$ 9,990	$ 10,989	$ 12,087	$ 13,296	$ 14,626	$ 16,088	$ 17,697	$ 19,467	$ 161,768
PET Caps	$ 744	$ 930	$ 1,130	$ 1,342	$ 1,534	$ 1,709	$ 1,880	$ 2,068	$ 2,275	$ 2,502	$ 2,753	$ 3,028	$ 3,331	$ 3,664	$ 4,030	$ 33,484
Labels	$ 878	$ 1,097	$ 1,332	$ 1,582	$ 1,809	$ 2,018	$ 2,220	$ 2,442	$ 2,686	$ 2,955	$ 3,250	$ 3,575	$ 3,933	$ 4,326	$ 4,758	$ 39,528
Shrinkwraps	$ 309	$ 387	$ 466	$ 558	$ 641	$ 731	$ 804	$ 884	$ 973	$ 1,070	$ 1,177	$ 1,295	$ 1,424	$ 1,567	$ 1,724	$ 14,252
TOTAL PM	**$ 13,280**	**$ 16,583**	**$ 20,045**	**$ 23,896**	**$ 27,383**	**$ 30,910**	**$ 34,001**	**$ 37,401**	**$ 41,141**	**$ 45,255**	**$ 49,781**	**$ 54,759**	**$ 60,235**	**$ 66,258**	**$ 72,884**	**$ 604,022**
TOTAL IMPORTED GOODS RM/PM	**$ 18,243**	**$ 22,766**	**$ 27,559**	**$ 32,829**	**$ 37,618**	**$ 42,358**	**$ 46,594**	**$ 51,254**	**$ 56,379**	**$ 62,017**	**$ 68,219**	**$ 75,041**	**$ 82,545**	**$ 90,799**	**$ 99,879**	**$ 828,109**
TOTAL PM	**$ 21,891**	**$ 27,322**	**$ 33,047**	**$ 39,386**	**$ 45,137**	**$ 50,903**	**$ 55,993**	**$ 61,593**	**$ 67,752**	**$ 74,527**	**$ 81,980**	**$ 90,178**	**$ 99,196**	**$ 109,115**	**$ 120,027**	**$ 994,896**

DATED THE [•] DAY OF [•] 2015

ASIA PACIFIC BEVERAGES PTE. LTD.

and

AUNG MAW THEIN

JOINT VENTURE AGREEMENT

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JOINT VENTURE AGREEMENT

THIS AGREEMENT is made on this [•] day of [•] 2015

BETWEEN

(1) **ASIA PACIFIC BEVERAGES PTE. LTD.**, a corporation organised and existing under the laws of Singapore and having its principal place of business at 6 Temasek Boulevard, #29-00 Suntec Tower Four, Singapore ("**APB**"); and,

(2) **AUNG MAW THEIN**, NRC No. 12/Ma Ra Ka (Naing) 044833, a citizen of the Union of Myanmar, with his usual place of business at 16 E, East Race Course Road, Tamwe Township, Yangon, Myanmar.

RECITALS:

(A) Myanmar Beverage Co. Ltd., a registered Myanmar company wholly owned by AUNG MAW THEIN, carries on the manufacture and production of non-alcoholic beverages in Myanmar.

(B) APB has agreed to provide capital by way of foreign investment to the joint venture company to be established for the conduct of the Business (as defined hereunder), and AUNG MAW THEIN has agreed to transfer and/or otherwise make available to the joint venture company all of the assets of Myanmar Beverage Co. Ltd. necessary to carry on the Business in Myanmar as provided in the Asset Transfer Agreement (as defined hereunder).

(C) The Parties have entered into this Agreement to set out and regulate their rights and obligations in connection with the Business.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the Recitals above, unless the context requires otherwise, the following words and expressions shall have the following meanings:

"Affiliate"	means, in relation to a person or entity, any other person or entity which directly or indirectly Controls, or is under common Control with, or is Controlled by, the first said person or entity (wherein **"Control"** shall have the meaning set forth hereunder).

Further, a reference to an "**Affiliate**" of a natural person shall mean his or her spouse or child, and/or any entity controlled by such spouse or child; *provided, however*, that any child and/or entity controlled by such child shall be deemed an Affiliate only for a period of 10 years from the execution of this Agreement.

For avoidance of doubt, MBC (as defined hereunder), MDG (as defined hereunder), Moe Myat Win and Alvin Thein (but only for a period of 10 years from the execution of this Agreement) shall, for purposes of this definition, be each deemed in all cases to be an Affiliate of AUNG MAW THEIN.

"Agreement"	means this joint venture agreement as may from time to time be amended or varied in writing by mutual consent and agreement of the Parties.
"Articles"	mean the articles of association of the Company (as defined hereunder) as may be amended from time to time.
"Assessed Value"	has the meaning given to it in Clause 19.2(b).
"Asset Transfer Agreement"	means the asset transfer agreement providing for the acquisition by the Company of all assets held by MBC (as defined hereunder) that is required for the conduct of the Business.
"Beverage License"	means the license issued by the Relevant Authorities for the general manufacture of non-alcoholic beverage products in Myanmar.
"Board"	means the board of Directors of the Company as constituted from time to time.

“Business”	means the manufacture and distribution of non-alcoholic ready-to-drink beverage products and powdered mix products in Myanmar, including any business incidental thereto including the production, packaging, distribution, marketing and sales of such products; and this shall also include, where the context requires, the conduct of all operational, project management, ancillary businesses and activities relating thereto and all other businesses and activities mutually agreed by the Parties from time to time.
“Change of Control”	shall be deemed to have occurred with respect to any Party when any person who Controls such Party at the date of execution of this Agreement subsequently ceases to Control it or if any person or persons acting together subsequently acquire control of it.
“Committed Share Capital”	has the meaning given to it in Clause 3.1.
“Company”	has the meaning given to it in Clause 3.1.
“Company Registration Certificate”	means the final certificate of incorporation issued by the CRO (as defined hereunder) evidencing the due incorporation and registration of the Company with the CRO.
“Consent”	includes an approval, authorization (public and private), concession, exemption, filing, grant, license, notarization, order, permission, permit, recording or registration, or the fulfilment of the procedures and requirements in relation thereto, as may be required from or by any governmental authority or any other

body or person.

"Control" means the power to direct the management or decisions of a person or entity whether through:

(a) The ownership of voting stock, including the direct or indirect ownership of 50 per cent (50%) or more of the shares carrying the right to vote;

(b) The ability to appoint a majority of the board of directors or equivalent management body of such person or entity; or

(c) The ownership of any rights or interests in such person or entity or the assertion of contractual rights or other rights in relation to such person or entity.

"CRO" means the Companies Registration Office of Myanmar.

"Exclusive Distribution Agreement" means the distribution agreement between MDG (as defined hereunder) and the Company for the sale and distribution of the Company's products exclusively by MDG.

"Directors" mean the directors of the Company as appointed from time to time; and "**Director**" means any one of them.

"**Effective Date**" has the meaning given to it in Clause 2.1.

"Encumbrance" means any interest (legal, equitable or otherwise) or equity of any person or entity (including any right to acquire, option, or right of first refusal) or any mortgage, charge (fixed or floating), pledge, lien, hypothecation,

assignment, guarantee, trust, security interest, title retention, reservation of title or any other security agreement or arrangement, right of set-off or other third party preferential purchase right or interest (legal or equitable) including any assignment by way of security.

"Force Majeure Event"	means any act or circumstance, actual or threatened, beyond the reasonable control of a Party, including wars, rebellions, insurrections, riots, civil disturbances, unrests, hostilities, insurgencies, acts of terrorism, acts of governments (including adverse changes in legislation, policies and practices), blockades, acts of sabotage, strikes, lockouts, labour disputes, disease and epidemics, earthquakes, storms, floods or other adverse weather conditions, natural phenomena or calamities, explosions, fires, accidents, or acts of God or of any public enemy; *provided that,* a Party's financial condition or inability to fund or obtain financing shall not constitute a Force Majeure Event.
"Initial Share Capital"	has the meaning given to it in Clause 3.5.
"Land"	means the plot of land with the site area of 1.986 acres located at No. 151 R-10 Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar, and as more as more particularly described in the location map set out in **Appendix C.**
"Land Grant"	means the leasehold grant with respect to the Land and all buildings, structures and fixtures constructed thereon, pursuant to which U Mya Thein and U Kyaw Zin Thein were granted a leasehold interest in the Land for a specific term.

"Land Lease Agreement"	means the lease agreement providing for the lease of the Land by AUNG MAW THEIN to the Company, as more particularly described in Clause 6.2(a).
"Lease Term"	means the agreed duration for the lease of the Land to the Company under the Land Lease Agreement, as more particularly described in Clause 6.3.
"Long Stop Date"	means the date six (6) months from the date of this Agreement, or such other extended period as may be agreed upon by the Parties in writing.
"Management Team"	has the meaning given to it in Clause 9.1.
"MBC"	means the Myanmar Beverage Co. Ltd., a registered Myanmar company wholly owned and controlled by AUNG MAW THEIN.
"MDG"	means the Myanmar Distribution Group Co. Ltd., a registered Myanmar company wholly owned and controlled by AUNG MAW THEIN.
"Memorandum"	means the memorandum of association of the Company as may be amended from time to time.
"MIC"	means the Myanmar Investment Commission of Myanmar.
"MIC Permit and Decision"	means the permit and decision to be issued by the MIC approving the establishment of the Company and the conduct of the Business.
"Myanmar"	means the Republic of the Union of Myanmar.
"Parties"	means APB, AUNG MAW THEIN and

(upon its incorporation and accession to and ratification of this Agreement) the Company, and their respective successors, personal representatives and permitted assigns, and "**Party**" means any one of them, provided that if from the context of this Agreement, any reference to "Parties" is obviously intended to apply only to Parties which are Shareholders, then the word "Parties" shall be construed accordingly.

"Permit to Trade"	means the general business license issued by the CRO for the Company to carry on business as a foreign-invested company in Myanmar.
"Relevant Adverse Event"	means any act, default or omission, or occurrence or non-occurrence, event, agreement, arrangement or transaction, which has or is likely to have an adverse effect on the Business, Land and/or any of the business, financial or trading position or prospects of the Company and/or the value of the Land.
"Relevant Authorities"	mean the relevant authority or authorities, or ministry or ministries in Myanmar in charge of and/or having regulatory authority over the Company, the Business and/or the Land.
"Shares"	mean the ordinary shares in the capital of the Company and "**Share**" means any one of them.
"Shareholder"	means a person from time to time registered as a holder of a Share (as defined hereunder) with the CRO.
"Shareholders Meeting"	means a general meeting of the Shareholders of the Company, whether annual, ordinary or extraordinary.

"Shareholding Proportion"	means in relation to a Shareholder, the proportion in which the Shares registered in the name of such Shareholder bears to the total number of Shares issued by the Company at the relevant time.
"Temporary Registration Certificate"	means the temporary registration of the Company with the CRO, pending issuance of the Company Registration Certificate.
"Termination Shares"	means the Shares to be transferred to either the Terminating Party or the Offending Party, as set forth in Clause 19.1.
"**US$**" or "**US Dollars**"	means the lawful currency of the United States of America.
"Warranties"	means the representations and warranties of the relevant Party as set forth in this Agreement, including those specifically set out in **Appendix A**; and, in the case of AUNG MAW THEIN only, includes the representations and warranties as set out in **Appendix B** in relation to the Land.

1.2 Any reference to "law" includes, as the case may be, the common law and any constitution, decree, judgement, legislation, order, ordinance, regulation, directives, notices, notifications, procedures, processes, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, having the force of law) as may be applicable and as may exist and be from time to time amended, modified or enacted.

1.3 References to Clauses and Appendices are to clauses and appendices of this Agreement.

1.4 Any reference to this Agreement or any other agreement or deed or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement, deed or document as the same may be or have been, or may from time to time be amended, modified, varied or supplemented.

1.5 In this Agreement:

(a) Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of a gender shall include all genders;

(b) "Including" and "in particular" and similar expressions are not and must not be treated as words of limitation; and

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision in this Agreement.

1.6 No provision in this Agreement shall be construed adversely against a Party solely on the ground that the Party was responsible for the preparation of this Agreement or that provision.

1.7 The Recitals to and Appendices of this Agreement shall be taken, read and construed as essential parts of this Agreement.

1.8 The headings and sub-headings to the clauses in this Agreement shall not be taken into consideration in the interpretation or construction thereof or of this Agreement.

2. EFFECTIVE DATE

2.1 Subject to the issuance of the MIC Permit and Decision for the conduct of the Business, this Agreement shall take effect from the execution date thereof (the **"Effective Date"**).

3. INCORPORATION OF THE COMPANY AND CAPITALIZATION

3.1 APB and AUNG MAW THEIN hereby agree to incorporate the Company and use all reasonable endeavours to take or cause to be taken all requisite steps to cause the Company to be incorporated in Myanmar as a private company limited by shares under the Myanmar Foreign Investment Law (2012) and the Myanmar Companies Act according to the following terms:

(a) The objective of the Company shall be to carry on the Business.

(b) The name of the Company shall be Asia Pacific Beverages Myanmar Company Limited, or such other name as the CRO may allow and as agreed by the Parties in writing.

(c) The registered office of the Company shall be located in Yangon, Myanmar.

(d) The Company shall have an authorized share capital of US$15,000,000 and an initial issued share capital of US$10,000,000.00 ("**Committed Share Capital**") comprising 10,000,000 Shares of US$1.00 each, and which Shares shall be subscribed by the Parties as set out in accordance with Clause 3.1(e) and pursuant to Clause 3.2.

(e) APB shall subscribe to 9,000,000 Shares, forming 90% of Committed Share Capital ("**APB's Shares**"), and AUNG MAW THEIN shall subscribe to 1,000,000 Shares, which shall comprise 10% of the Committed Share Capital ("**AUNG MAW THEIN's Shares**").

3.2 The capital contribution of each Party for subscription of their respective Shares in the Committed Share Capital shall be satisfied as follows:

(a) by APB, by progressive payments of US$9,000,000 in cash, which shall be paid no later than sixty-five (65) days from the satisfaction (or waiver, as the case may be) of the Conditions Precedent; and,

(b) by AUNG MAW THEIN, by a one time payment of US$1,000,000 in cash, which shall be paid no later than fifteen (15) days from the full subscription by APB of the APB Shares.

3.3 Without prejudice to Clause 3.4 of this Agreement, APB shall, within thirty (30) days from the Effective Date (or such longer period as shall be agreed by the Parties in writing but in no case beyond the Long Stop Date), submit all necessary documents and applications with the CRO and the MIC for the registration of the Company, the issuance of its Permit to Trade, and the issuance of the MIC Permit and Decision.

3.4 APB and AUNG MAW THEIN shall co-operate fully to comply with the requirements and procedures for obtaining and ensuring the continued validity of the Company Registration Certificate, the Permit to Trade, the MIC Permit and Decision and other necessary Consents required for the incorporation and establishment of the Company, to enable the Company to lease the Land, to enable the Company to acquire the assets required, and to carry on the Business. For the avoidance of doubt and subject to Clause 3.6(b), this obligation shall be at no cost or expense to AUNG MAW THEIN unless otherwise expressly provided in any written agreement between the Parties.

3.5 Notwithstanding Clause 4.1 of this Agreement, APB shall, within thirty (30) days from the issuance of a Temporary Registration Certificate by the CRO, contribute in cash an amount in no case less than the amount necessary to satisfy the minimum capitalization requirements prescribed by the CRO (the **"Initial Share Capital"**) for the registration of the Company. APB's contribution to the Initial Share Capital shall,

subject to Clause 2, be credited against APB's obligation to subscribe to the Committed Share Capital.

For this purpose, the Parties shall cause the opening of a bank account in the name of the Company, in a financial institution licensed in Myanmar and mutually acceptable to the Parties, into which the Initial Share Capital shall be remitted.

3.6 APB and AUNG MAW THEIN shall, as soon as practicable following the issuance of the Company Registration Certificate of the Company, procure that the Company:

(a) Accedes to and ratifies this Agreement, so as to constitute the Company as a Party hereto; and

(b) Reimburses to each of APB and AUNG MAW THEIN such fees and expenses that may have been reasonably incurred by APB or AUNG MAW THEIN (as the case may be) in connection with the incorporation of the Company and approved by the Board for reimbursement. For the avoidance of doubt, all other pre-incorporation costs and expenses incurred by a Party in connection with the joint venture contemplated by this Agreement shall be for that Party's sole account unless otherwise agreed between the Parties in writing.

4. CONDITIONS PRECEDENT

4.1 Subject to the terms of the MIC Permit and Decision, APB and AUNG MAW THEIN shall subscribe (and pay for) their respective Shares in the Company set out in Clause 3.1 and within such periods as provided in Clause 3.2, but only after the following conditions (each a "**Condition Precedent**" and collectively, "**Conditions Precedent**") have been satisfactorily fulfilled (or waived, as the case may be):

(a) The Company Registration Certificate, the Permit to Trade, and the MIC Permit and Decision approving the incorporation of the Company, its conduct of the Business, and its lease of the Land for the Business, have been issued on terms acceptable to the Parties and have not been withdrawn or modified (save on terms acceptable to the Parties).

(b) Each of the Warranties of AUNG MAW THEIN and APB being true and correct in all respects at and as of the time of the subscription to the Committed Share Capital of the Company.

(c) All necessary corporate approvals that may be required by the Parties to enter into the Business have been issued on terms acceptable to the Parties and have not been withdrawn or modified (save on terms acceptable to the Parties).

(d) Without prejudice to the generality of Clause 4.1(e) below, AUNG MAW THEIN has provided satisfactory evidence that:

(i) AUNG MAW THEIN is the lawful, absolute and beneficial owner of the leasehold interest in the Land under the Land Grant, vested with all lawful and relevant right-to-lease and the right-to-utilise the Land free from any Encumbrances and other adverse claims and interests, and with the right to lease the Land to the Company for the Business and to enter into the Land Lease Agreement with the Company;

(ii) The leasehold interest in the Land under the Land Grant has been transferred and/or assigned to AUNG MAW THEIN through a corresponding agreement or document that has been duly submitted for registration with the Relevant Authorities; and,

(iii) All land fees, rent, taxes and other amounts payable for or in respect of the Land Grant up to the time of the subscription to the Committed Share Capital, have been duly paid in full.

(e) APB has conducted its due diligence on the Land including its state and condition and the title to, ownership and use thereof, and is satisfied with the results of such said due diligence.

(f) Execution, satisfaction (or waiver) of the respective conditions precedent provided in the Land Lease Agreement, the Exclusive Distributor Agreement and the Asset Transfer Agreement, and the completion of all transactions contemplated therein ("**Simultaneous Completion Condition**");

(g) No Relevant Adverse Event (as determined by APB in its reasonable discretion) having occurred at any time up to and including the time of the subscription to the Committed Share Capital.

(h) All other Consents which are deemed by the Parties to be essential to the timely commencement and conduct of the Business having been obtained and remaining in full force and effect.

(i) The Beverage License for the conduct of the Business by the Company has been issued on terms acceptable to APB and has not been withdrawn or modified (save on terms acceptable to APB).

4.2 Either Party may waive any one or more Conditions Precedent (or any condition attached thereto) pertaining to the other Party as set out in Clauses 4.1(b) and (c) at any time by notice in writing to such other Party. APB may similarly waive the Conditions Precedent pertaining to AUNG MAW THEIN as set out in Clauses 4.1(d), (e), (h) and (i) at any time by notice in writing to AUNG MAW THEIN. In any event,

and notwithstanding such waiver, the Conditions Precedent shall continue to exist and shall be satisfactorily performed, subsequent to the waiver by APB or AUNG MAW THEIN, as the case may be.

Any such waiver is also without prejudice to any of the Parties' rights (including rights to damages) in respect of the Warranties under any other provisions of this Agreement, and is only for purposes of proceeding further to the subscription to the Committed Share Capital only.

For the avoidance of doubt, neither Party shall be liable in respect of any claim arising from a failure to fulfil either of the Conditions Precedent set out in Clauses 4.1(a), (g) and (i), it being acknowledged by the Parties that such Conditions Precedent are ultimately outside of the control of the Parties. Neither Party shall be liable in respect of any claim arising from Clause 4.1(g) only if the circumstances giving rise to the Relevant Adverse Event is ultimately outside of the reasonable control of such Party.

4.3 Without prejudice to Clause 4.4 and the Parties' rights for any antecedent breach of this Agreement, if any Condition Precedent has not been fulfilled (or waived pursuant to Clause 4.2) by the Long Stop Date, then either Party will have the right to terminate this Agreement by notice in writing to the other Party.

If the Company has already obtained the Temporary Registration Certificate, the Company Registration Certificate, the Permit to Trade and/or the MIC Permit and Decision, the Parties shall co-operate and take the necessary steps to wind-up the Company as soon as possible thereafter and where applicable, to procure the remittance to APB of any portion of the Initial Share Capital that may have been paid or deposited by APB (including into any sundry account as required by the CRO), and any other payments that may have been paid or deposited by APB in the Company's account.

4.4 Each Party undertakes to use its reasonable efforts to facilitate the fulfilment of the Conditions Precedent as soon as practicable from the Effective Date and in any event by the Long Stop Date or any extension thereof (save in respect of Clause 4.1(b) and (g) which can only be fulfilled as at the time of the subscription to the Committed Share Capital), and to co-operate with and assist the other Party in all and any reasonable steps or matters that the other Party may take in respect of the fulfilment of the said Conditions Precedent.

4.5 Each Party shall furnish the other Party with regular written updates of, and other information and documents and written evidence reasonably requested by the other Party regarding, the fulfilment of each Condition Precedent which is or should reasonably be in the possession of or available to the first-mentioned Party. If at any time either Party becomes aware of a fact or circumstance that is reasonably likely to prevent any Condition Precedent from being satisfied, it shall promptly notify the other Party of such fact or circumstance, but such notification shall not relieve the first-mentioned Party of its obligation to comply with Clause 4.4.

5. MEMORANDUM AND ARTICLES OF ASSOCIATION

5.1 The Parties shall ensure that the Memorandum and Articles adopted at the time of incorporation of the Company and all amendments to the Memorandum and Articles made pursuant to the terms of this Agreement are made and adopted in accordance with all applicable laws of Myanmar. If the Memorandum and Articles have to be filed with any Relevant Authority, the Parties shall ensure that such filings are made within the time period prescribed by the applicable laws.

5.2 Each of the Parties shall, when necessary, exercise its powers of voting and rights of management control and any other rights and powers it may have to amend, waive or suspend a conflicting provision in the Memorandum and Articles to the extent permitted by applicable laws and so that this Agreement may operate in accordance with its terms.

5.3 The Memorandum and Articles shall be consistent with and incorporate, insofar as practicable, the provisions of this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Memorandum and Articles, the provisions in this Agreement shall prevail and insofar as practicable, the Memorandum and Articles shall forthwith be amended to render it consistent with the provisions of this Agreement.

5.4 Notwithstanding, any provision to the contrary in the Memorandum and Articles, the Parties shall act in a manner that is consistent with and gives full force and effect to this Agreement.

6. BUSINESS OF THE COMPANY

6.1 Each Party acknowledges and agrees for the Company to undertake the Business on sound commercial profit-making principles so as to generate the maximum achievable maintainable profits.

6.2 In furtherance of the Company's principal object and Business, each Party acknowledges and agrees for the Company and AUNG MAW THEIN (or his Affiliates, as may be applicable) to enter into the following agreements (including such other agreements as the Company and AUNG MAW THEIN may enter into in conjunction therewith):

(a) Land Lease Agreement pursuant to which agreement AUNG MAW THEIN will grant the Company a leasehold interest over the entirety of the Land and extend to the Company exclusivity of use, possession, control and enjoyment thereof.

(b) Asset Transfer Agreement pursuant to which agreement MBC will transfer such assets, machinery and equipment held by MBC (as listed therein) that are necessary for the conduct of the Business by the Company.

(c) Exclusive Distribution Agreement pursuant to which agreement MDG will be engaged by the Company to market and distribute its products in the conduct of the Business.

6.3 AUNG MAW THEIN shall, pursuant to the terms of the Land Lease Agreement, grant the Company an option to renew or extend the lease of the Land for a term of up to fifty (50) years (or such longer period as the applicable laws may from time to time permit for the grant of a lease of the Land and for the acceptance of such lease of the Land by the Company, including any grant of permission by the MIC in respect of any additional or extended period of lease pursuant to the Myanmar Foreign Investment Law (2012) or the regulations enacted thereunder).

Any renewal or extension of the lease of the Land pursuant to the exercise of such option shall be subject to the approvals of all Relevant Authorities (including the MIC) being obtained, provided that the Parties shall co-operate fully and execute and sign all applications, agreements, notices and documents, and do all acts and things that may be required in order to ensure that such said approvals are obtained as soon as practicable upon the exercise of the option.

6.4 AUNG MAW THEIN shall procure for MDG to enter into the Exclusive Distribution Agreement, on terms as agreed upon by the Parties, through which the sale and/or distribution of the Company's products will be conducted by MDG.

6.5 AUNG MAW THEIN shall procure for MDG to enter into the Asset Transfer Agreement, on terms as agreed upon by the Parties, through which MBC shall sell and transfer such assets, machineries and equipment (as listed therein) to the Company for the conduct the Business.

6.6 Each Party shall perform, and shall procure that his Affiliates shall perform, all its respective obligations under the Land Lease Agreement, the Asset Transfer Agreement and the Exclusive Distribution Agreement, and each Party agrees that any breach by it or by his Affiliates (including the Company), as the case may be, of such said obligations, without such breach having been cured in accordance with the provisions in the respective Land Lease Agreement, Asset Transfer Agreement or Exclusive Distribution Agreement, shall be similarly regarded as an event of default under Clause 18.2(b) of this Agreement. Each Party shall exercise its powers of voting and rights of management control to ensure that the Company performs and observes all of its obligations under the Land Lease Agreement, the Asset Transfer Agreement and the Exclusive Distribution Agreement.

7. SHAREHOLDERS MEETINGS

7.1 No business shall be transacted at any Shareholders Meeting unless a quorum is present. The quorum for a Shareholders Meeting shall be duly constituted when a Shareholder is present at such Shareholders Meeting in person or by proxy holding in aggregate more than fifty per cent (50%) of the issued Shares. If a quorum is not constituted within half an hour of the time appointed for a meeting, such Shareholders Meeting shall be adjourned to the same day in the week next following at the same time and place and the quorum at such adjourned meeting shall be any Shareholder who is present at such Shareholders Meeting in person or by proxy holding in aggregate more than fifty per cent (50%) of the issued Shares. Notice of such adjourned Shareholders Meeting shall be given to all Shareholders.

7.2 The Chairman of each Shareholders Meeting shall be the Chairman of the Board (as defined in Clause 8.5 or any other Director to whom the Chairman of the Board may delegate his powers of chairmanship for purposes of any relevant Shareholders Meeting). The Chairman shall not have a second or casting vote.

7.3 A Shareholders Meeting shall be called with not less than fourteen (14) days' notice in writing.

7.4 Unless a higher number is required by applicable law, a resolution of the Shareholders' Meeting shall be adopted by an affirmative vote of a majority of the Shares represented at a meeting. At such Shareholders Meeting, one Share shall count as one vote.

7.5 Unless a higher number is required by applicable law, a resolution in writing signed by one or more Shareholders representing in aggregate of at least fifty per cent (50%) of the total number of Shares then issued and outstanding and who for the time being are entitled to receive notice of and to attend and vote at Shareholders' Meetings shall be as effective as a resolution passed at a Shareholders' Meeting duly convened and held, and may consist of several documents in the like form signed by such Shareholder(s). A resolution in writing so signed or approved by such Shareholders shall be valid and effectual as if it had been passed at a Shareholders' Meeting duly constituted. The expressions "in writing" and "signed" include approval by facsimile or e-mail.

8. BOARD OF THE COMPANY AND BOARD PROCEEDINGS

8.1 Unless otherwise agreed by the Parties in writing, the Board shall have not more than four (4) Directors. The Board shall initially comprise:

(a) Three Directors nominated by APB (each an "**APB Director**"); and

(b) One Director nominated by AUNG MAW THEIN (a "**AUNG MAW THEIN Director**").

8.2 The right of nomination conferred pursuant to this Clause 8 shall include the right to remove at any time from office any such person so nominated as Director and to nominate another person in the place of any such person so previously nominated as Director. A Director may only be removed by the Party or Parties nominating him pursuant to this Clause.

8.3 Every request for the nomination or removal of a Director by a Party shall be in writing and signed by or on behalf of the Party nominating or removing, as the case may be, such Director, and shall be delivered to the registered office for the time being of the Company.

8.4 A Director shall be entitled at any time and from time to time to appoint any person to act as his alternate and to terminate the appointment of such person, and the Director shall be entitled to do so only pursuant to the provisions of the Articles. Such alternate Director shall be entitled while holding office as an alternate Director to receive notices of meetings of the Board and to attend and vote as a Director at any such meetings at which the Director appointing him is absent and generally to exercise all the powers, rights, duties and authorities and to perform all functions of his appointer. Further, such alternate Director shall be entitled to exercise the vote of the Director appointing him at any meetings of the Board and if such alternate Director represents more than one Director, such alternate Director shall be entitled to one vote for every Director he represents.

8.5 The Chairman of the Board shall be any one of the APB Directors.

8.6 Questions arising at any meeting of the Board shall be decided by the majority of the Directors present by a show of hands.

8.7 The Board shall meet at least two (2) times a year and at not more than six (6) month intervals. Discussions at all Board Meetings shall be duly recorded by such person as the Board may direct.

8.8 At least seven (7) days' notice of meeting of the Board shall be given to each Director at such address as he shall from time to time notify to the Company for this purpose. Each notice of meeting of the Board shall contain an agenda specifying in reasonable detail the matters to be discussed at such meeting and unless agreed by all Directors present, no Board meeting shall vote on or resolve any matter not specified or referred to in the agenda unless approved by the Directors at such Board meeting.

8.9 The quorum of all meetings of the Board shall be any three (3) Directors. Where no quorum is present at any duly convened meeting, the meeting shall be adjourned to seven (7) days thereafter at the same time and place and the quorum for adjourned meeting shall be any two (2) Directors. Notice of such adjourned Board meeting shall be given to all Directors.

8.10 A resolution in writing signed by a majority of the Directors shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors. The expressions “in writing" and "signed" include approval by email or facsimile transmission.

8.11 Subject to the laws of Myanmar, all meetings of the Board may be conducted by means of telephone or audio-visual conferencing or other methods of simultaneous communication by electronic, telegraphic or other means by which all persons participating in the meeting are able to hear and be heard at all times by all other participants without the need for a Director to be in the physical presence of the other Directors, and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A meeting conducted by the aforesaid means is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that, at least one Director participating in the meeting was at that place for the duration of the meeting.

8.12 The Company shall, to the full extent permitted by applicable law, defend, indemnify and save harmless each of the Directors (each an **“Indemnitee”** and collectively the **“Indemnitees”**) relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Indemnitee in connection with the business of the Company including, without limitation, reasonable legal fees suffered or incurred by such Indemnitee in connection with the defence of any action based on such act or omission.

9. MANAGEMENT TEAM

9.1 The Company shall have a Management Team that shall be composed of such officers or employees of the Company as may be designated and appointed by the Board (the **“Management Team”**).

9.2 The Management Team, or such other officer(s) or employee(s) as appointed or designated by the Board, shall have day-to-day control and supervision of the Business and affairs of the Company, and shall have the right and authority to direct, instruct and supervise all employees in the performance and discharge of their duties and responsibilities.

10. FURTHER ISSUE OF SHARES

10.1 All subsequent issue of Shares after the Effective Date shall only be issued by the Board with the prior approval of the Shareholders in a general meeting and shall be offered to all Shareholders for subscription in accordance with their respective

Shareholding Proportion at the time of such issuance. In the event of such an offer **("Subscription Offer"),** all Shareholders may but shall not be obliged to subscribe and pay for such Shares **("Subscription Offer Shares")** as may have been offered to each of them.

10.2 Each Subscription Offer shall be made by written notice specifying the number and class/type of the Subscription Offer Shares and the price at which such Subscription Offer Shares are offered and limiting the time (not being less than twenty-one (21) days, unless the Shareholder to whom the offer is to be made otherwise agrees) within which the offer may be accepted in writing by the relevant Shareholder as to any or all of the Subscription Offer Shares comprised in the Subscription Offer. In the event that such Shareholder fails to give said written notice of its acceptance of the Subscription Offer, such Shareholder shall be deemed to have declined the Subscription Offer. Any Subscription Offer Shares not accepted for purchase may, at any time during the period not exceeding forty-five (45) days from the expiry of the twenty-one (21) days' period first described above, be offered by the Board for subscription to any person (including any Shareholder) on terms and conditions not more favourable than those comprised in the Subscription Offer.

10.3 A Party may by notice in writing waive its right of pre-emption generally or specifically in advance of any offer of Shares including a Subscription Offer, and such waiver, once made, shall be deemed irrevocable except with the sanction of the Board.

10.4 In the event that a Subscription Offer is made to and accepted by a person who is not a Party, the Subscription Offer Shares to be issued pursuant to such Subscription Offer shall be upon terms determined by the Board.

11. TRANSFER OF SHARES

11.1 No Shareholder shall directly or indirectly create or permit to subsist any assignment, charge, pledge, lien or other encumbrance of any nature whatsoever over its Shares or transfer, sell or dispose of any Shares, except as expressly provided in this Agreement or otherwise with the prior written consent of the continuing Shareholder.

11.2 A Shareholder may assign or transfer the whole or part of its Shares (and its rights, obligations and benefits, or part thereof) to any of his Affiliates (which shall not be a natural person) upon giving written notice to the other Shareholder and subject to the Affiliate acceding to this Agreement and such Shareholder undertaking to indemnify the other Shareholder against any breach of this Agreement by the Affiliate on such terms and conditions as may be acceptable to the other Shareholder. The transfer shall further be on terms requiring the Affiliate to immediately re-transfer its Shares to the Shareholder or another Affiliate of the Shareholder, if it ceases to be an Affiliate.

11.3 Subject to the requirements of Clause 11.1, and other than transfers to Affiliates made pursuant to Clause 11.2, any Shareholder ("**Offeror**") who wishes to sell or

offer to sell any of its Shares or receives from a third party an offer to purchase some or all of the Offeror's shares, shall give to the Company and the other Shareholder ("**Other Shareholder**") notice in writing ("**Offer Notice**"), which shall specify the number of Shares proposed to be transferred (the "**Offer Shares**") and the price for and other terms of the transfer. The Offer Notice shall constitute an irrevocable offer by the Offeror for the sale of the Offer Shares to the Other Shareholder at such price and on such terms specified in the Offer Notice, and may be accepted by the Other Shareholder by written notice at any time during the period of thirty (30) days from the date of the Offer Notice. The Offer Notice may contain a condition that the Other Shareholder may accept all (and not some only) of the Offered Shares.

If the Other Shareholder accepts all or some of the Offered Shares (as may be applicable) within the thirty (30)-day period, the Offeror shall be bound to sell to the Other Shareholder such of the Offered Shares as are accepted, at the price and on the terms specified in the Offer Notice.

Completion of the transfer shall take place within fifteen (15) days of the expiry of the aforementioned thirty (30)-day period for acceptance. If any of the Offered Shares are not accepted by the Other Shareholder, the Offeror may at any time within three (3) months from the date of the Offer Notice transfer any of such Shares to any person ("**Third Party Offeree**") at a price not less than the price fixed and on terms not more favourable than that contained in the Offer Notice ("**Third Party Offer**"). If the Offered Shares are not sold by the Offeror to any such person within the aforementioned period of three (3) months, any subsequent sale of the Offered Shares by the Offeror shall be in accordance with this Clause 11.3 (including the issuance of a new Offer Notice).

11.4 Any transfer of Shares pursuant to this Agreement shall be subject to approvals being obtained in respect of any restrictions that may be imposed on the Company or Shareholders pursuant to external financing, or by any government authorities (including the MIC) pursuant to any applicable law or by the terms of any licence or permit. Each Party shall co-operate fully and execute and sign all applications, agreements, notices, and documents, and do all acts and things that may be required in order to ensure that such said approvals are obtained as soon as practicable.

12. FINANCING

12.1 If the Board considers at any time that the Company requires further finance, the Board shall consider whether or not to approach the Company's bankers or other financial institutions or, in appropriate circumstances, to seek such further finance and/or security from any or all of the Shareholders. The relevant Shareholders are not obliged to provide any further finance or security for any loans made to the Company unless it agrees with the Board on the amount and method of providing the finance or security.

13. ACCOUNTS AND INFORMATION

13.1 The first financial year of the Company shall commence from the date of incorporation of the Company and end on 31 March 2015. Each successive financial year of the Company shall commence on 1 April of a calendar year and end on date 31 March of the calendar year.

13.2 The Shareholders shall procure that the Company maintains proper, accurate and complete accounting records and all other records relating to the conduct of its business in compliance with applicable laws and generally accepted accounting principles, standards and practices.

13.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or such other information and/or documents in respect of the operations and business activities of the Company shall be prepared, maintained or audited, or made available for inspection by the Shareholders, in accordance with the Myanmar Companies Act.

14. DIVIDEND DISTRIBUTION POLICY

14.1 No dividend shall be paid or profit distributed by the Company to its Shareholders unless such dividend or distribution has been approved by the Board. Subject to the aforesaid, and subject further to applicable laws and/or as may be prudently needed for the reasonable working capital requirements of the Company, or for the repayment of its loans if there be any, the Board may determine to distribute any part or all of the provisions available for distribution to the Company's Shareholders, who are entitled to such dividends.

15. RESPONSIBILITIES OF THE PARTIES

15.1 Except as otherwise contemplated by this Agreement or as required by applicable law, all Parties from the Effective Date shall conduct, and shall cause his Affiliates to conduct, the Business in all material respects in accordance with the historical and customary operating practices relating to the conduct of such business and shall use reasonable commercial efforts to preserve intact the Business and the relationships with employees and other third parties in connection with the operation of the Business. In addition to and without limiting the generality of the foregoing, all Parties hereby agrees, acknowledges, declares, represents and warrants to ensure and procure that their respective obligations are fully performed and satisfied, unless otherwise waived at a Shareholders Meeting.

15.2 Without limiting the generality of Clause 15.1, AUNG MAW THEIN shall, for the entire duration of this Agreement and of any other pertinent agreement(s) the Company may enter into for the conduct of the Business with the Relevant Authorities and any extensions thereof:

(a) Extend full assistance to the Company and make every effort to procure/ensure that the Company is entitled and able to conduct the Business efficiently, in accordance with the historical and customary operating practices relating to the conduct of such business in Myanmar;

(b) Extend full assistance to the Company and make every effort to procure/ensure that, for purposes of the conduct of the Business, the Company is provided the necessary knowledge of the Myanmar market and trade, technical expertise and assistance, and other necessary expertise and assistance that the Company needs; and

(c) Extend full assistance to the Company in building, handling and preserving relationships with third parties in connection with the operation of the Business, and in particular, the relationships with the Myanmar government and authorities.

For the avoidance of doubt, the foregoing obligations shall be at no cost or expense to AUNG MAW THEIN unless otherwise expressly provided in any written agreement between the Parties.

15.3 The Company shall be responsible for the employment of local and foreign personnel, staff, technicians and/or experts, including but not limited to the payment of their salaries, wages, travelling costs and other related expenses incurred in connection with the employment of such personnel, staff, technicians and/or experts.

15.4 In addition to their obligations under Clause 15.2, AUNG MAW THEIN shall be responsible for:

(a) Irrevocably and unconditionally entering into, or procuring his Affiliates to enter into, the following agreements with the Company:

(i) Asset Transfer Agreement, for the sale and transfer by MBC of all assets, machineries and equipment that the Company requires to conduct the Business

(ii) Land Lease Agreement, for the lease by AUNG MAW THEIN of the Land for the conduct of the Business.

(iii) Exclusive Distribution Agreement, for the sale and distribution by MDG of the Company's products in the conduct of the Business.

(b) With his obligations under the Land Lease Agreement:

(i) Ensuring that he has, and continues to have, possessory rights and/or title to the Land and the right to use the Land in such manner as to enable the Company to carry on the Business on the Land;

(ii) Undertaking not to do anything, whether by himself or his Affiliates, to terminate or cause the early termination of the Land Grant or to cause the Company to lose the right to use the Land as contemplated under this Agreement and the Land Lease Agreement; and,

(iii) Complying with all his obligations pursuant to the Land Lease Agreement;

(d) Undertaking not to do anything, whether by himself or his Affiliates, to terminate the Beverage License and assisting the Company, at no cost to himself, in the issuance of a new Beverage License;

(e) Assisting in such other matters as may be reasonably requested by APB, at no cost or expense to AUNG MAW THEIN unless otherwise expressly provided in any written agreement between the Parties.

15.5 The responsibilities of APB shall be:

(a) Providing general, management, financial and technical advice for the conduct of the Business by the Company;

(b) Assisting the Company to pursue the Business, including seconding to the Company certain appropriate personnel with management, financial and technical expertise; and

(c) Such other matters as may be agreed between the Parties.

Subject to the approval of the Board, the reasonable costs and expenses incurred by APB in the discharge of its obligations in this Clause 15.5 shall be borne by the Company.

16. CONFIDENTIALITY

16.1 During the term of this Agreement, each Shareholder ("**Receiving Shareholder**") may learn of or acquire confidential information on the other Shareholders and/or their respective Affiliates ("**Concerned Shareholder**"):

(a) relating to or concerning its businesses, assets, operations, affairs and other condition (including to research, development work, studies, analysis,

evaluations, trade secrets, materials, inventions, systems, works in progress, business plans, marketing plans, business methods and procedures);

(b) relating to or concerning its actual or prospective clients, business contacts of, or persons having business dealings with it, and/or relating to or concerning its businesses, assets, operations, affairs and other condition; or

(c) which had in turn been acquired by the Concerned Shareholder under obligations of confidentiality owed to any person.

16.2 Subject to Clause 16.1, all such information referred to above and the terms of this Agreement shall be collectively referred to as "**Confidential Information**", save that information within the public domain or which is or becomes publicly known through no wrongful act or default by the Receiving Shareholder shall not be deemed to be Confidential Information.

16.3 The Receiving Shareholder agrees not to disclose any Confidential Information of the Concerned Shareholder to any person or to use any Confidential Information for any purpose whatsoever except:

(a) With the prior written consent of the Concerned Shareholder; or

(b) To such of its directors, employees, agents, consultants and professional advisors whose duties will require them to possess such Confidential Information; or

(c) As required pursuant to law or an order of court, or the requirements of any stock exchange.

16.4 The Shareholders shall procure the observance of the aforesaid restrictions by the Company and shall take all reasonable steps to minimize the risk of disclosure of Confidential Information.

16.5 Each Shareholder shall procure that each of its directors, employees, agents, consultants and professional advisors to whom it makes disclosure shall comply with the provisions of this Clause 16.

16.6 The obligations contained in this Clause 16 shall survive the termination of this Agreement or the dissolution of the Company.

17. NON-COMPETITION AND NON-SOLICITATION

17.1 Subject to Clause 17.2, the Shareholders, while the Exclusive Distribution Agreement remains in force, shall not (unless otherwise agreed in writing by all the other Shareholders and the Company) either personally or by an agent and either on its own account or his Affiliates, directly or indirectly:

(a) Carry on or be engaged, concerned or interested in any business within Myanmar which competes with the Business.

(b) Employ or enter into any contract for services with any person who is employed by the Company (whether or not such person would commit a breach of any contract of employment by reason of such subsequent employment or contract for services) for the purpose of any business which competes with the Business or any other business carried on by the Company.

(c) Solicit or entice any person, firm or entity in Myanmar who is a customer of the Company for purposes of any business which competes with the Business or any business carried on by the Company.

17.2 Clause 17.1 shall not preclude or restrict the Parties and their respective Affiliates in engaging in the manufacture and/or distribution of the following:

(a) Air Soda and iCola branded beverage products
(b) Powdered mix drinks
(c) Ready-to-drink coffee drinks
(d) Ready-to-drink isotonic or sports drinks
(e) Ready-to-drink tea drinks
(f) All dairy drinks with the exception of yoghurt
(g) Malt drinks
(h) Herbal tea drinks sold under the Wang Lao Ji or Jia Duo Bao brand
(i) Soya drinks

17.3 Aforementioned list in Clause 17.2 may be subsequently modified with the written consent of all Parties.

17.4 Each Shareholder acknowledges that the undertakings in Clause 17.1 are reasonable and that such restrictions are integral to the terms on which the Parties have agreed to enter into this Agreement.

17.5 If a breach of Clause 17.1 occurs, the Shareholders agree that damages alone are likely not to be sufficient compensation and that injunctive relief is reasonable and is likely to be essential to safeguard the interests of the Company and that injunctive relief (in addition to any other equitable remedies) may (subject to the discretion of the courts) be obtained.

18. TERMINATION

18.1 This Agreement shall terminate (without prejudice to the Parties' rights in respect of any antecedent breach of this Agreement) on the occurrence of any of the following:

(a) The dissolution or winding up of the Company; or

(b) The transfer by the Parties of their entire shareholdings in the capital of the Company to a third party; or

(c) Upon the mutual agreement of the Parties; or

(d) In the case of any Force Majeure Event that persists for a period of at least three (3) consecutive months and written notice is given in accordance with Clause 22, *provided, however,* that a denial of or delay in obtaining any governmental authorization that constitutes a Force Majeure Event shall not entitle an Affected Party to terminate this Agreement under this Clause 18.1(d); or

(e) In the event that any of the Conditions Precedent has not been fulfilled by the Long Stop Date and written notice is given by either Party to the other Party to terminate this Agreement pursuant to Clause 4.3.

18.2 In addition to, and without prejudice to Clause 18.1, either Party shall be entitled to give written notice to terminate this Agreement to the other Party upon the occurrence of any of the following events:

(a) Such other Party should commit a material breach of the terms of this Agreement and where such breach is capable of remedy, fails to remedy the breach within thirty (30) days of the written notice to do so;

(b) Such other Party should commit a material breach of the terms of the Land Lease Agreement, the Asset Transfer Agreement or the Exclusive Distribution Agreement, and where such breach is capable of remedy, fails to remedy the breach within the period set forth in the respective agreement;

(c) Any proceeding is commenced or any action is taken or an order is made or an effective resolution is passed for the bankruptcy, dissolution, winding up, reorganisation, reconstruction, liquidation or insolvency of such other Party or for the appointment of a liquidator, liquidation committee, receiver, judicial manager, administrator, trustee or similar officer of such other Party or all or substantially all of its assets or business; or

(d) Such other Party stops or suspends payment to its creditors generally or is unable, or admits its inability, to pay its debts as they fall due, or enter into any composition or arrangement with its substantially the whole of its assets, rights and undertaking (other than pursuant to a solvent reorganisation or restructuring whereby Shares are transferred to the resulting entity as permitted under this Agreement) or if any execution or other legal process is enforced against a material part of the assets or business of such other Party.

18.3 In addition to, and without prejudice to Clauses 18.1 and 18.2, APB shall be entitled to give written notice to terminate this Agreement to AUNG MAW THEIN upon the occurrence of any of the following events:

(a) The Land Grant or the Land Lease Agreement is terminated (whether by the Parties thereto or otherwise) or if the Company ceases to have the right to utilise the Land for the Business before the expiry of the Lease Term.

(c) The Beverage License for the conduct of the Business by the Company has been withdrawn or modified (save on terms acceptable to APB).

18.4 Any termination of this Agreement shall be without prejudice to any rights and liabilities which have accrued under this Agreement including without limitation the right of any Party to damages in respect of any default of the other Party with respect to wrongful termination or any other matter whatsoever.

18.5 Notwithstanding any other provision in this Agreement, in no event shall any Party be liable for any special, indirect or consequential damages including but not limited to the loss of profits, loss of revenue, loss of business, loss of opportunity, loss of use of capital, production delays, loss of product, losses resulting from downtime of facilities, or physical damage or loss to facilities, and regardless of the actual or alleged fault of anyone (including negligence, but excluding gross negligence or wilful misconduct) arising out of any breach of this Agreement, wrongful termination, any indemnity obligation or any matter whatsoever. Further, any termination of this Agreement shall be without prejudice to any provisions expressly or impliedly intended by the Parties to survive termination of this Agreement.

19. CONSEQUENCES OF TERMINATION

19.1 Upon any decision of the relevant Party to terminate this Agreement under Clauses 18.2 or otherwise upon the issue of a notice of termination by APB under Clause 18.3 (each, a "**Trigger Event**"), the Party serving a notice of termination (the **"Terminating Party"**) to the Party giving rise to the Trigger Event (the "**Offending Party**") may, by notice (the **"Notice"**) to the Offending Party:

(a) call upon the Offending Party to acquire or to procure that a third party as determined by the Offending Party to acquire all (and not some) of the Shares

held by the Terminating Party, if the Offending Party is APB or its authorized transferees or successors-in-interest; or,

(b) call upon the Offending Party to sell and/or to procure the sale of all (and not part) of the Shares held by the Offending Party to the Terminating Party or to such third party as the Terminating Party may direct, if the Offending Party is AUNG MAW THEIN or its authorized transferees or successors-in-interest.

For the avoidance of doubt, Clause 11.1 shall not apply to restrict a transfer of Shares under this Clause 19.1.

19.2 The price of the Shares (the **"POS"**) to be transferred pursuant to Clause 19.1 shall be:

(a) As agreed between the Parties (or such third party, as the case may be); or

(b) As determined by independent external auditors (the "**Independent Auditors**") appointed by the Board on behalf of the Company to assess the price per Share of the entire issued class of Shares to which such Share belongs, calculated on the basis of the net present value of the future earnings of the Company attributable to each of the respective Shareholders (as finally determined by the Independent Auditors) (the **"Assessed Value"**), *provided, that*, the POS as determined by the Independent Auditors shall be:

(i) increased by an amount equal to twenty per cent. (20%) of the Assessed Value if the transferor of the Termination Shares is the Terminating Party; or,

(ii) diminished by an amount equal to twenty per cent. (20%) of the Assessed Value if the transferor of the Termination Shares is the Offending Party

provided, finally, in all cases, that any POS payable to AUNG MAW THEIN or his authorized transferees or successors-in-interest, whether as Terminating Party or Offending Party under Clause 19.1, shall be adjusted to reflect all sums earlier paid to AUNG MAW THEIN to complete the issuance of the Beverage License to the Company.

The POS (adjusted in accordance with this Clause 19.2(b)) shall be final and binding on the Parties (or such third party, as the case may be) save in the case of manifest error in the determination of the Assessed Value.

19.3 Completion of the transfer of the Termination Shares shall take place within thirty (30) days from the date of the Notice at the price agreed between the Parties (or third party, as the case may be) or, if applicable, within thirty (30) days from the date on

which the price has been determined by the Independent Auditors pursuant to Clause 19.2.

19.4 On completion, the Offending Party or the Terminating Party, as the case may be, shall transfer the Termination Shares to the Terminating Party or the Offending Party (or to a third party), as the case may be upon full payment to the appropriate Party of the POS. Without prejudice to the application of Clause 19.3, the Terminating Party shall be entitled to deduct or set off from the price of the transfer any and all damages, liabilities, losses, costs and expenses that may be due and owing by the Offending Party to the Terminating Party in respect of any antecedent breach of this Agreement.

19.5 The termination of this Agreement shall not release any Party from such of the provisions herein as are intended by their nature or by their terms to survive termination, nor shall such termination relieve any Party of any antecedent breaches of any of the terms and conditions of this Agreement.

19.6 Any transfer of Shares pursuant to this Agreement or the winding-up of the Company shall be subject to approvals being obtained in respect of any restrictions that may be imposed on the Company or Shareholders pursuant to external financing, or by any government authorities (including the MIC) pursuant to any applicable law or by the terms of any licence or permit. Each Party shall co-operate fully and execute and sign all applications, agreements, notices, and documents, and do all acts and things that may be required in order to ensure that such said approvals are obtained as soon as practicable.

20. CHANGE OF CONTROL

20.1 The Party affected by any proposed Change of Control shall give written notice thereof to the other Party, specifying, with reasonabe particularly, the identity of the person to whom Control shall be transferred. Any such Change of Control shall, subject to Clause 20.2, only take effect within three (3) months from service of such notice.

20.2 Notwithstanding Clause 20.1, a Change of Control in APB shall not take effect until:

(a) such Change of Control has been expressly accpted in writing by AUNG MAW THEIN, or

(b) if such acceptance is not given or otherwise withheld, APB procures the transfer of AUNG MAW THEIN’s Shares to a qualified third party of APB’s choosing, at a price based on the Assessed Value of such Shares. For this purpose, AUNG MAW THEIN hereby appoints APB as his exclusive agent to faciliate and complete such transfer of Shares.

20.3 For avoidance of doubt, any proposed Change of Control in APB shall not take effect unless either Clause 20.2(a) or Clause 20.2(b) has been satisfied. However, nothing in this Clause 20 shall prevent AUNG MAW THEIN from transferring his Shares in accordance with the requirements and subject to the limitations of Clause 11.1; *provided, that,* upon completion of such transfer, the requirements for the effectivity of the Change of Control in APB set forth in Clause 20.2 shall be deemed satisfied.

21. FORCE MAJEURE

21.1 A Party shall not be responsible for any failure or delay in the performance of its obligations under this Agreement caused by any Force Majeure Event affecting such Party ("**Affected Party**") if due notice is given to the other Parties in accordance with Clause 23.1. In the event that a Force Majeure Event occurs after the incorporation of the Company and the Company is not the Affected Party, the term "**Parties**" as used in this Clause 21 shall include the Company, and the Affected Party shall also give such notice to the Company.

21.2 The Affected Party shall give written notice to the other Parties as soon as possible but no later than fourteen (14) days from its knowledge of the occurrence of the Force Majeure Event, stating the cause of the failure or delay in the performance, and shall also give notice to the other Parties forthwith upon the cessation of the Force Majeure Event.

21.3 The Affected Party shall take all reasonable measures to remove the cause of such failure or delay in its performance and to mitigate the effects of the Force Majeure Event.

21.4 Notwithstanding the provisions of Clause 21.1 and pursuant to Clause 18.1(d), in the event that a Force Majeure Event continues for a period of three (3) consecutive months, a Party shall have the right to terminate this Agreement by serving a notice in writing to that effect on the Affected Party, *provided, however,* that a denial of or delay in obtaining any governmental authorization shall not, as a Force Majeure Event, give rise to a right to terminate this Agreement under Clause 18.1(d).

Upon termination of this Agreement, the Company shall thereafter be dissolved or wound up in accordance with applicable law.

22. WARRANTIES

22.1 Each of the Parties represents, warrants and undertakes to the other Party that all the statements in **Appendix A** and, in relation to AUNG MAW THEIN only and to and in favour of APB, all the statements in **Appendix B** (save where expressly stated or disclosed otherwise), are true and correct in all respects as at the date of this Agreement and will continue to be true and correct in all respects at all times during the term of this Agreement.

22.2 Each of the Warranties is without prejudice to any other Warranty and, except where expressly stated otherwise, no part of any provision contained in the Warranties shall govern or limit the extent or application of any other provision contained in the Warranties.

22.3 Each Party undertakes that it shall forthwith disclose in writing to the other Party any event or circumstance, which arises or becomes known to them after the date hereof, and which is inconsistent with any of the Warranties given by it or renders untrue or incorrect such Warranties or which might be material in connection with this Agreement.

22.4 The rights and remedies of the each Party in respect of any breach of the Warranties by the other Party shall further not be affected by:

(a) any investigation made by or on behalf of the Party and its authorized representatives into the Land and the business/stature of the other Party, or any other entity or person;

(b) any fact or matter disclosed to or known to the Party;

(c) The Party failing to exercise or delaying the exercise of any right or remedy; or

(d) any other event or matter whatsoever,

except a specific and duly authorized written waiver or release given by all Parties.

22.5 Each Party (the **"Indemnifying Party"**) hereby agrees to indemnify the other Party (the **"Indemnified Party"**) and the Company, including but not limited to its Directors, and hold the Indemnified Party and the Company free and harmless from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees) arising directly or indirectly, in whole or in part, out of any misrepresentation contained in the representations and warranties of the Indemnifying Party contained this Clause 22.

23. NOTICES

23.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery, or by email or facsimile transmission addressed to the intended recipient thereof at its address or at its email address or facsimile number set out below (or to such other address or email address or facsimile number as a Party to this Agreement may from time to time duly notify the

other):

APB

Address	:	6th Floor Allied Bank Center, Ayala Avenue, Makati City Philippines
Email	:	Enrique.Martinez@asia-brewery.com
Fax	:	(+632) 892 1418
Attention	:	Enrique S. Martinez

AUNG MAW THEIN

Address	:	16E East Race Course Road, Tamwe Township, Yangon, Myanmar
Email	:	namthein@mdgmyanmar.com
Fax	:	(+951) 400533/44
Attention	:	Aung Maw Thein (Nick)

The Company

Address	:	No. 151, Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar
Email	:	robinbalanay@gmail.com
Attention	:	Robinson Balanay

23.2 Any such notice, demand or communication shall be deemed to have been duly served, valid and binding, forthwith if delivered personally or given or made by email or facsimile, or two (2) days after posting if given or made by domestic mail, or seven (7) days after posting if given or made by international mail, and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered letter or that the email or facsimile transmission was properly addressed and despatched.

24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1 This Agreement shall be governed by and is to be construed and interpreted in accordance with the laws of Singapore, save in any instance where there is an obligation to apply the laws of Myanmar pursuant to any mandatory requirement imposed by the applicable laws or ruling imposed by any applicable arbitration body or court having the appropriate authority in Myanmar.

24.2 Except as may be otherwise agreed, any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or in connection with to this Agreement, including any question regarding its breach, existence, effect, validity or termination, which the Parties do not resolve amicably within a period of ten (10) days, shall be referred to and finally resolved by arbitration proceedings in

Singapore, according to the rules of the Singapore International Arbitration Centre (**"SIAC"**).

24.3 The Parties shall notify the MIC of their efforts to resolve their dispute by submitting a description of the sequence of events and the facts of the case and the dispute resolution method they wish to employ to resolve the dispute.

24.4 There shall be a single arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, the said arbitrator shall be appointed in accordance with the rules of the SIAC.

24.5 The language to be used in the arbitration shall be English.

24.6 The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

24.7 Any monetary award issued by the arbitrator or arbitration body shall be expressed in and payable forthwith in US Dollars.

25. MISCELLANEOUS

25.1 Each Party agrees to do all acts and to execute and deliver all such agreements, instruments, documents, Consents necessary or appropriate to effect and accomplish the transactions contemplated in this Agreement in accordance with the provisions in this Agreement including the provisions governing the time and method of their action, execution and delivery.

25.2 The relationship between the Parties shall not constitute a partnership. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties. No Party has the power or the right to bind, commit or pledge the credit of another Party.

25.3 All covenants, undertakings and other obligations given or entered into by the Parties are given or entered into severally unless expressly stated otherwise.

25.4 This Agreement shall be binding upon and inure for the benefit of the successors and permitted assigns of the Parties. None of the Parties may assign or transfer all or part of its rights or obligations under this Agreement except as permitted under this Agreement without the prior written consent of the other Party and on such terms as may be mutually agreed.

25.5 No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law. Any Party may release or compromise a specific liability hereunder of another Party or grant to such other Party time or other indulgence without affecting all other rights and remedies that it may have against such other Party.

25.6 The illegality, invalidity and/or unenforceability of any provision in this Agreement under the law of any jurisdiction shall not affect its legality, validity and/or enforceability under the law of any other jurisdiction nor the legality, validity and/or enforceability of any other provision. The Parties agree to attempt to substitute for any illegal, invalid and/or unenforceable provision with a legal, valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid and/or unenforceable provision.

25.7 This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement. In the event of any ambiguity, discrepancy conflict or inconsistency between the provisions of this Agreement and any other document incorporated by reference in this Agreement including the Memorandum of Agreement and the Memorandum and Articles, the provisions in this Agreement shall prevail.

25.8 This Agreement shall not be varied, modified or cancelled in any respect unless such variation, modification or cancellation is expressly agreed to in writing by each Party.

25.9 This Agreement may be signed in any number of separate counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and shall be valid and effectual as if executed as an original.

[*Signature page follows.*]

IN WITNESS WHEREOF, the Parties executed this Agreement on the day and year first above written.

SIGNED, AND DELIVERED BY

ASIA PACIFIC BEVERAGES PTE. LTD
BY ITS AUTHORISED SIGNATORY

MICHAEL G. TAN
Philippine passport No. EC0229876
Director

Witnessed by:

ENRIQUE S. MARTINEZ
Philippine passport No. EB9391134

SIGNED, AND DELIVERED BY

AUNG MAW THEIN
NRC No. 12/Ma Ra Ka (Naing) 044833

Witnessed by:

MOE MYAT WIN
NRC No. 12/Ma Ra Ka (Naing) 044834

APPENDIX A
WARRANTIES OF THE PARTIES

(1) Warranties of AUNG MAW THEIN

AUNG MAW THEIN hereby represents and warrants to APB that all of the following statements are true and accurate in all respects as at the date of this Agreement and will continue to be true and accurate in all respects at all material times during the term of this Agreement:

(a) AUNG MAW THEIN has the absolute and unrestricted right, power and capacity to enter into and to perform his obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

(b) AUNG MAW THEIN's entry into and the exercise of rights and/or the performance or discharge of obligations under this Agreement do not and will not violate or exceed any power or restriction granted or imposed by (i) any law, regulation, authorization, court judgment or decree, directive or order (whether or not having the force of law) to which AUNG MAW THEIN or his Affiliates and their respective assets may be subject; or (ii) any agreement, instrument or document to which AUNG MAW THEIN or his Affiliates are a party or which is binding on him, his Affiliates or on their respective assets.

(c) All actions, conditions and things required to be taken, fulfilled and done (including without limitation the obtaining of any necessary Consents) in order to enable AUNG MAW THEIN to lawfully enter into, exercise his rights and perform and discharge his obligations under this Agreement and to ensure that those obligations are legally binding and enforceable, have been taken, fulfilled and done.

(d) As of the time of the subscription to the Committed Share Capital, AUNG MAW THEIN is not insolvent or unable to pay his debts within the meaning of the insolvency legislation applicable to him and has not stopped paying his debts as they fall due. No order has been made or petition presented or resolution passed for the bankruptcy of AUNG MAW THEIN, and AUNG MAW THEIN has not made any composition with its creditors or requested a suspension of payment of his debts, nor has any distress, execution or other process been levied on any of his or his Affiliates' assets, and no steps have been taken for the appointment of an administrator or similar officer of AUNG MAW THEIN on any part of his or his Affiliates' assets, and further no steps have been taken in relation to AUNG MAW THEIN in respect of any of the foregoing.

(e) As of the time of the subscription to the Committed Share Capital, AUNG MAW THEIN is not a plaintiff or defendant in or otherwise a party to any

litigation, arbitration or administrative proceedings or hearings, and to the best knowledge and belief of AUNG MAW THEIN, there is no such proceedings or hearings pending or threatened by or against or concerning AUNG MAW THEIN where there is a reasonable possibility of an adverse determination and which if adversely determined would or is likely to have a material adverse effect on his or his Affiliates' assets.

(f) As of the time of the subscription to the Committed Share Capital, there is no unsatisfied judgment, court order or tribunal award outstanding against him.

(2) Warranties of APB

APB hereby warrants and represents to AUNG MAW THEIN that the following statements are true and accurate in all respects as at the date of this Agreement and will continue to be true and accurate in all respects and at all material times during the term of this Agreement:

(a) APB is a corporation duly incorporated in accordance with, and is validly existing under, the laws of the Republic of Singapore, and has full power and authority to own its assets and to engage in its business as presently conducted or contemplated.

(b) APB has the absolute and unrestricted right, power and capacity to enter into and to perform its obligations under this Agreement, and this Agreement constitutes legal, valid and binding obligations of APB enforceable in accordance with its terms.

(c) APB's entry into, the exercise of its rights and/or the performance or discharge of its obligations under, this Agreement do not and will not violate, or exceed any power or restriction granted or imposed by (i) any law, regulation, authorization, court judgment or decree, directive or order (whether or not having the force of law) to which it or its assets may be subject; (ii) its constitutive documents; or (iii) any agreement, instrument or document to which it is a party or which is binding on it or on its assets or undertaking.

(d) All actions, conditions and things required to be taken, fulfilled and done (including without limitation the obtaining of any necessary Consents) in order to enable APB to lawfully enter into, exercise its rights and perform and discharge its obligations under this Agreement and to ensure that those obligations are legally binding and enforceable, have been taken, fulfilled and done.

(e) As of the time of the subscription to the Committed Share Capital, APB is not insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to it and has not stopped paying its debts as they fall

due. No order has been made or petition presented or resolution passed for the winding up or bankruptcy of APB, and APB has not made any composition with its creditors or requested a suspension of payment of its debts, nor has any distress, execution or other process been levied on any of its assets, and no steps have been taken for the appointment of an administrator, receiver, manager or liquidator or similar officer of APB on any part of its assets or undertaking, and further no steps have been taken in relation to APB in respect of any of the foregoing.

(f) As of the time of the subscription to the Committed Share Capital, APB is not a plaintiff or defendant in or otherwise a party to any litigation, arbitration or administrative proceedings or hearings, and to the best knowledge and belief of APB, there is no such proceedings or hearings pending or threatened by or against or concerning APB where there is a reasonable possibility of an adverse determination and which if adversely determined would or is likely to have a material adverse effect on its assets.

(g) As of the time of the subscription to the Committed Share Capital, there is no unsatisfied judgment, court order or tribunal award outstanding against APB.

APPENDIX B

WARRANTIES OF AUNG MAW THEIN IN RELATION TO THE LAND

1. AUNG MAW THEIN is the lawful grantee and possessor of the Land, free from any Encumbrance, and the Land is not subject to any Encumbrance or any agreement to give or create any Encumbrance.

2. Unless caused by the Company, no portion of the Land is or will be shared with any person other than the Company.

3. As of the time of the subscription to the Committed Share Capital of the Company, the Land is in a good state of repair, has been regularly and properly maintained, and is fit for use for purposes of the Business.

4. As of the time of the subscription to the Committed Share Capital of the Company, the Land is not affected by any of the following matters:

(a) any outstanding and material dispute, notice or complaint or any reservation, right, covenant, restriction or condition which is of a material and unusual nature or which affects the use of the Land for purposes of the Business;

(b) any notice, order, demand, requirement or proposal made or issued by or on behalf of any government or statutory authority, department or body for acquisition, clearance, demolition or seizure, the modification of any permission or permitted use, or the discontinuance of any permitted use thereof, as may be applicable; or

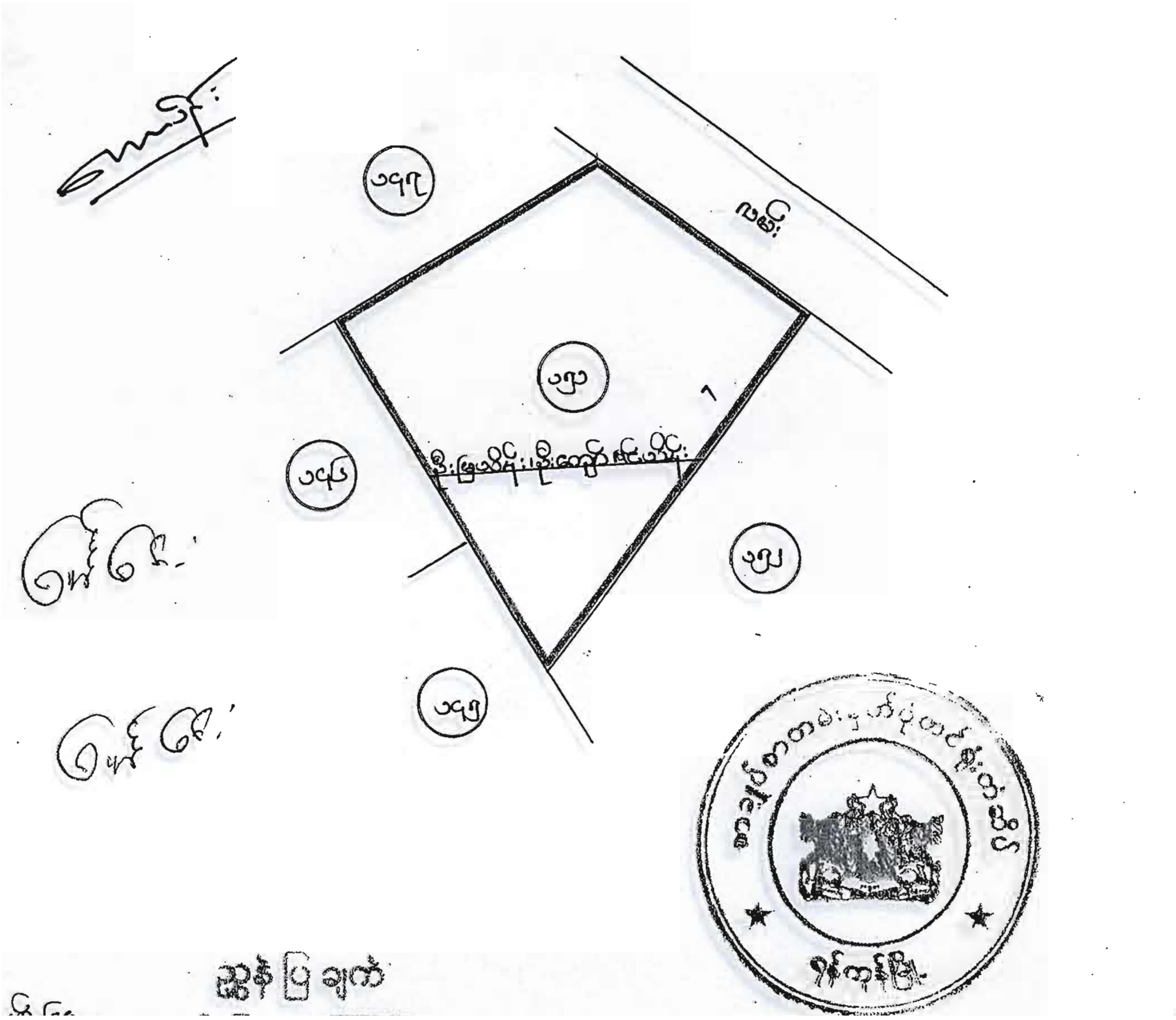
(c) any outstanding claim or liability under any applicable law which has the effect of a Relevant Adverse Event.

5. As of the time of the subscription to the Committed Share Capital of the Company, the current use of the Land complies with all applicable laws.

6. As of the time of the subscription to the Committed Share Capital of the Company, all necessary Consents for the use of the Land have been duly obtained and complied with in all material respects.

APPENDIX C
DESCRIPTION OF THE LAND

A parcel of land comprising 1.986 hectares, situated at No. 151, R-10 Yangon Industrial Park, Mingalardon Township, Yangon, Republic of the Union of Myanmar and covered by a Land Grant from the Department of Human Settlement and Housing Development dated 26 April 2005 and originally in the names of U Mya Thein and U Kyaw Zin Thein. The situation of the Land is provided, as follows:



DATED THE [•] DAY OF [•] 2015

AUNG MAW THEIN

and

ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED

LAND LEASE AGREEMENT

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LAND LEASE AGREEMENT

THIS AGREEMENT is made on this [•] day of [•] 2015

BETWEEN:

(1) **AUNG MAW THEIN**, NRC No. 12/Ma Ra Ka (Naing) 044833, a citizen of the Union of Myanmar, with his usual place of business at 16 E, East Race Course Road, Tamwe Township, Yangon, Myanmar (hereinafter collectively referred to as the "**Lessor**" which expression herein used shall unless repugnant to the context or the meaning thereof be taken to mean and include itself, its successors, legal representatives, and permitted assigns); and

(2) **ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED**, a company incorporated in the Republic of the Union of Myanmar, with its registered office at No. 151, Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar (hereinafter referred to as the '**Lessee**", which expression herein used shall unless repugnant to the context or the meaning thereof be taken to mean and include itself, its successors, legal representatives, and permitted assigns).

(each, a **"Party"** and, collectively, the **"Parties"**).

RECITALS:

(A) The Lessor is the holder of the leasehold grant (the "**Grant**") from the Department of Human Settlement and Housing Development of Myanmar (the "**Grantor**") with respect to the grant land situated at No. 151, R-10 Yangon Industrial Park, Mingalardon Township, Yangon, Republic of the Union of Myanmar ("**Grant Land**"). The land area of the Grant Land is approximately 86,502 square feet or 1.986 acres or 8,037.06 square meters.

(B) The Lessor is desirous of leasing the Grant Land and any buildings thereon (hereinafter collectively referred to as the "**Premises**") and more authentically and particularly demarcated in the site map annexed hereto as **Appendix A** (which shall form an integral part of this Lease).

(C) The Lessee agrees to lease the Premises from the Lessor for *inter alia* the Business (hereinafter defined), subject always to compliance with the laws, rules, regulations, notifications, policies and orders of Myanmar, upon the terms and conditions herein contained.

(D) The Lessor represents and warrants that it has the legal and beneficial right to the Premises, subject to the terms and conditions of the Grant.

(E) Both the Lessor and the Lessee hereto are legally authorised to enter into this Land Lease Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Land Lease Agreement and the Recitals above, unless the context requires otherwise, the following words and expressions shall have the following meanings:

"Additional Extended Term"	shall have the meaning ascribed to it in Clause 3.3.

"Applicable Laws"	mean laws and any other instruments/ subordinate legislation having the force of law in Myanmar. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction.
"Business"	means: (a) the manufacture and distribution by the Manufacturer of non-alcoholic ready-to-drink beverage products and powdered mix products in Myanmar, including any business incidental thereto including the production, packaging, distribution, marketing and sales of such products.; and this shall also include, where the context requires, the conduct of all operational, project management, ancillary businesses and activities relating thereto; and (b) any other business objectives, purposes or uses contemplated in the memorandum and articles of association of the Lessee.
"Change of Law"	means the coming into effect of: (a) Applicable Law; or (b) any applicable judgment of a relevant court of law which changes the interpretation of the Applicable Law, which will directly or indirectly affects the lease, transfer, ownership and/or disposal of the Premises.
"Commencement Date"	means the date on which the closing conditions set forth in the joint venture agreement between the Lessor and Asia Pacific Beverages Pte Ltd. for the conduct of the Business have been satisfied (or waived).
"Consent"	means any approval, authorization (public or private), concession, exemption, filing, grant, license, notarization, order, permission, permit, recording or registration, or the fulfillment of the procedures and requirements in relation thereto, whether required from or by any Relevant Authority or any other body or

person.

“Extended Term”	shall have the meaning ascribed to it in Clause 3.2.
“Force Majeure Event”	means any act or circumstance, actual or threatened, beyond the reasonable control of a Party, including wars, rebellions, insurrections, riots, civil disturbances, unrests, hostilities, insurgencies, acts of terrorism, acts of governments (including adverse changes in legislation, policies and practices), blockades, acts of sabotage, strikes, lockouts, labour disputes, disease and epidemics, earthquakes, storms, floods or other adverse weather conditions, natural phenomena or calamities, explosions, fires, accidents, or acts of God or of any public enemy; *provided that,* a Party’s financial condition or inability to fund or obtain financing shall not constitute a Force Majeure Event.
“Grant Land”	shall have the meaning ascribed to it under **Recital (A)** of this Land Lease Agreement.
“Grant Term”	means the term of the Grant which is sixty (60) years from 26 April 2005 or until 25 April 2065.
“Grantor”	shall have the meaning ascribed to it under **Recital (A)** of this Land Lease Agreement.
“**Improvement Works**”	Shall have the meaning ascribed to it in Clause 7.2(b) of this Land Lease Agreement.
“Initial Term”	shall have the meaning ascribed to it under Clause 3.1.
“Land Lease Agreement”	means this land lease agreement as may from time to time be amended or varied in writing by mutual consent and agreement of the Parties.
“MIC Permit”	investment permit issued by the Myanmar Investment Commission under the provisions of the Myanmar Foreign Investment Law (2012), with respect to the conduct by the Company of the Business.
“**MFIL Allowable Lease Period**”	means the aggregate of an initial period of up to 50 years and two extensions periods of up to 10 years each, running consecutively, as may be permitted by the Myanmar Investment Commission under the Myanmar Foreign Investment Law (2012), being the maximum number of years in respect of which a lease may be granted to a foreign investment company in Myanmar under the Myanmar Foreign Investment Law (2012).

"Myanmar"	means the Republic of the Union of Myanmar.
"Premises"	shall have the meaning ascribed to it in **Recital (B)** of this Land Lease Agreement and includes the Grant Land and any buildings thereon and more authentically and particularly demarcated in the site map annexed hereto as **Appendix A**.
"Relevant Authorities"	means, in relation to the doing of any act or the conduct of any activity, business or transaction in Myanmar, the relevant governmental authority (or authorities) or ministry (or ministries) in Myanmar having charge of, and/or having regulatory authority or control over, the doing of such act or the conduct of such activity.
"Rent"	Shall have the meaning ascribed to it in Clause 4.1 of this Land Lease Agreement.
"Term"	means the duration of the lease of the Premises by the Lessor to the Lessee, and **"Term"** will, where the context so requires, also mean and include any further extensions of the duration of the lease beyond the Initial Term, the Extended Term and the Additional Extended Term under Clause 3 or as may otherwise be agreed between the Parties and permitted by the Relevant Authorities.

1.2 Any reference to "law" includes, as the case may be, the common law and any constitution, decree, judgment, legislation, order, ordinance, regulation, directives, notices, notifications, procedures, processes, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, having the force of law) as may be applicable and as may exist and be from time to time amended, modified or enacted.

1.3 References to Clauses and Appendices are to clauses and appendices of this Land Lease Agreement.

1.4 Any reference to this Land Lease Agreement or any other agreement or deed or document shall be construed as a reference to this Land Lease Agreement or, as the case may be, such other agreement, deed or document as the same may be or have been, or may from time to time be amended, modified, varied or supplemented.

1.5 In this Land Lease Agreement:

(a) Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of a gender shall include all genders;

(b) "Including" and "in particular" and similar expressions are not and must not be treated as words of limitation; and

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Land Lease Agreement shall refer to this Land Lease Agreement as a whole and not to any particular provision in this Land Lease Agreement.

1.6 No provision in this Land Lease Agreement shall be construed adversely against a Party solely on the ground that the Party was responsible for the preparation of this Land Lease Agreement or that provision.

1.7 The Recitals to and Appendices of this Land Lease Agreement shall be taken, read and construed as essential parts of this Land Lease Agreement.

1.8 The headings and sub-headings to the clauses in this Land Lease Agreement shall not be taken into consideration in the interpretation or construction thereof or of this Land Lease Agreement.

2. THE SCOPE OF LAND LEASE AGREEMENT

2.1 In consideration of the lease terms hereinafter reserved and covenants by the Lessee hereinafter contained, the Lessor hereby leases the Premises to the Lessee, to engage in the Business, together with all rights, easements, appurtenances, thereto, specifically except all mines, mineral products, coal, petroleum and other natural resources as well as buried treasures and gems occurring in, under or within the Premises.

3. LEASE OF THE PREMISES AND TERM

3.1 The Lessor shall, from Commencement Date, and subject to Clauses 3.3 and 13, lease the Premises (including the Grant Land) for an initial term of fifty (50) years (the **"Initial Term"**).

3.2 Subject to Clauses 3.3 and 13, the Lessor consents to lease the Premises to the Lessee for a further period commencing on the expiry of the Initial Term and up to 2 terms of ten (10) years each (inclusive) (**"Extended Term"**), subject to all the terms and conditions of the Grant, Applicable Law and any necessary regulatory and third party approvals.

3.3 Considering that the Grant Term is shorter than 70 years from the Commencement Date, and the Lessee is not able to enjoy the full benefit conferred under the Myanmar Foreign Investment Law (2012) which allows leases to foreign invested companies for the MFIL Allowable Lease Period, the Lessor is obliged, at its sole cost and expense, to take all actions and steps to renew and extend the duration of the Grant Term to the MFIL Allowable Lease Period. Such action shall be taken by the Lessor as soon as practicable in accordance with and subject to the procedures of the Relevant Authorities having jurisdiction over any renewal or extension. The extension of the Grant Term under this Clause 3.3 shall also constitute the consent of the Lessor to lease the Grant Land to the Lessee for such additional period on the expiry of the Extended Term as shall be appropriate to complete the MFIL Allowable Lease Period (the **"Additional Extended Term"**).

3.4 If the Myanmar Foreign Investment Law (2012) is amended or substituted from time to time to allow for an even longer term than the MFIL Allowable Lease Period, the Lessor is bound, subject to any required Consents, to extend the lease of the Grant Land to the Lessee so that the maximum period enjoyed by the Lessee under this Agreement is for such longer permissible term.

3.5 The Lessor shall, at its sole cost and expense, make all applications, execute all relevant documents, request all Consents and take all other actions that may be required to lease

the Land to the Lessee and to grant the extensions contemplated in this Clause 3, in accordance with the terms of this Land Lease Agreement. All such actions referred to in this Clause 3 to be taken by the Lessor shall be taken by the Lessor as soon as practicable in accordance with and subject to the procedures of the Relevant Authorities.

3.6 Upon the prior written consent of the Lessor, the Lessee may assign and/or lease the Grant, Grant Land, Premises and this Land Lease Agreement to an assignee or successor-in-title of the Lessee or otherwise to any third party nominated by the Lessee and subject always to all the terms and conditions of the Grant and the Applicable Law, *provided, however,* that any such assignment and/or lease made by the Lessee to an Affiliate for the purpose of carrying out the Business shall not require the Lessor's approval.

4. RENTAL PAYMENTS AND ACCOUNTING OF RENTS

4.1 The Rent as determined in accordance with this Clause 4 shall be paid annually, in advance, on or before the 5th day from the Commencement Date and from subsequent anniversaries thereof (the **"Rent"**). The Lessee shall pay interest at the rate of 2% *per annum* on any Rent that is not received by the Lessor by fourteen (14) days after such Rent is due.

4.2 The Rent payable for the first year of the Initial Term shall be fixed at **US$228,690.00** (the **"Initial Rent"**) **or approximately US$2.64 per square foot or US$28.54 per square meter**, which shall be inclusive of all taxes (including, for avoidance of doubt, all commercial and withholding taxes, where applicable). The Rent for the first 20 years of the Initial Term shall be subject to an annual automatic increase of 5% from the Rent payable in the immediately preceding year.

4.3 The Parties shall, in good faith, at least twelve (12) months from the end of the 20th year of the Initial Term, negotiate on the applicable Rent payable for the remaining period of the Initial Term (including any Extended Term or Additional Extended Term). Should the Parties fail to agree on Rent payable for any subsequent year and until such agreement has been reached by the Parties, the Rent payable shall be computed based on the preceding year's Rent plus an increase of 5%.

5. EFFECTIVE DATE OF THE LEASE

5.1 Subject to the issuance to the Lessee of the MIC Permit for the conduct of the Business, the effective date of the Land Lease Agreement shall be the date of execution of this Land Lease Agreement or such date to be agreed in writing between the Parties.

6. LESSOR'S RIGHTS AND OBLIGATIONS

6.1 The Lessor hereby covenants with the Lessee that the Lessor shall, at Lessor's sole cost and expense (unless otherwise stated):

(a) allow peaceful and quiet holding of the Premises during the term of this Land Lease Agreement without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor, subject to all the terms and conditions of the Grant;

(b) allow the Lessee to use the Premises for the purpose of engaging in the Business;

(c) without prejudice to the Lessee's compliance with Clause 7.1(d), diligently, properly and in a timely manner perform and comply with all the terms and conditions of the Grant, and shall immediately notify the Lessee of any breach of such terms or of

any circumstance of which the Lessor becomes aware that may result in such terms being breached;

(d) without prejudice to the Lessee's compliance with Clause 7.1(d), comply at all times with the terms and conditions of the Grant and shall not do or omit to do anything which might render the Lessor to be in breach of the terms and conditions of the Grant or any Applicable Law which may result in the termination, cancellation or withdrawal of the Grant;

(e) without prejudice to the Lessee's compliance with Clause 7.1(d), not do or omit to do anything which may result in the:

 (i) termination, cancellation or withdrawal of the Grant, or

 (ii) variation of the terms and conditions of the Grant, unless with the written instruction of the Lessee;

(f) permit the Lessee at the expiration or earlier termination of this Land Lease Agreement to remove all the Lessee's fixtures and fittings and property whatsoever where so removable, *provided, however,* that upon expiration or earlier termination of this Land Lease Agreement, the Lessee shall deliver the Premises and the Grant Land to the Lessor in the same condition as received by the Lessee upon Commencement Date (normal wear and tear, excepted);

(g) assist the Lessee in paying all land-revenue and any other taxes or payments (if any) as required by the land office or any other Relevant Authorities relating to the Grant, Grant Land or Premises that arises after the effective date of this Land Lease Agreement unless otherwise agreed upon herein, it being understood that all such payments shall be for the Lessee's sole cost and expense;

(h) co-ordinate with Relevant Authorities and assist in obtaining necessary Consents, approvals, permits and registration of the same (if any), including any Improvement Works (as that term is defined in Clause 7 below) that the Lessee may carry out at the Lessee's own cost and expense;

(i) assist the Lessee at the Lessee's own cost and expense in getting sufficient power supply, required IDD telephones, E-mail access, Internet, facsimile lines and other project related facilities and services, and arranging sewage protection, water drilling and protection from floods;

(j) irrevocably appoint the Lessee as its attorney (with full power of substitution), to act on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit to do anything which the Lessor is obliged to do (but has not done) under this Land Lease Agreement or under the terms and conditions of the Grant relating to, and including:

 (i) any obligations of the Lessor owed to the holder of the Grant, the Relevant Authorities granting the Grant Land and/or the owner of the Premises; and,

 (ii) the extension of the term of the Grant (as may be agreed in writing by both Parties) including to execute any documents instruments, notices, orders and directions;

(k) at the cost and expense of the Lessee, provide all assistance required by the Lessee to maintain at all times an insurance policy naming the Lessee as the beneficiary of such policy and with terms and conditions satisfactory to the Lessee;

and assign all rights and benefits under any insurance policy procured by the Lessee relating to the Grant Land and the Premises to the Lessee.

6.2 The Lessor shall have no right to assign or transfer any of its rights, interests (legal, equitable, or otherwise) or obligations hereunder without the prior written consent of Lessee.

7. LESSEE'S RIGHTS AND OBLIGATIONS

7.1 The Lessee hereby covenants with the Lessor that the Lessee shall, at Lessee's sole cost and expense (unless otherwise stated):

(a) utilise the Premises solely for the purpose of carrying out the Business;

(b) comply at all times with the terms and conditions of the Grant (including funding and paying on behalf of the Lessor any rent, taxes and other payments under the Grant) and shall not do or omit to do anything which might render the Lessor in breach of its obligations under the terms and conditions of the Grant or under any Applicable Law which may result in the termination, cancellation or withdrawal of the Grant;

(c) ensure that all activities and operations on the Premises, or any part thereof including any existing buildings, related facilities, and any Improvement Works, are in conformity with and are used in accordance with the Applicable Law in all material aspects;

(d) pay all land-revenue and any other taxes or payments (if any) as required by the land office or any other Relevant Authorities relating to the Grant, Grant Land or Premises that arises after the Commencement Date, unless otherwise agreed upon herein; and

(e) pay all stamp duties relating to execution of this Land Lease Agreement.

7.2 The Lessor hereby covenants with the Lessee that Lessee shall have the right to:

(a) sub-lease the Premises or any part thereof to its wholly-owned subsidiary without the prior consent of the Lessor, subject to all the terms and conditions of the Grant; and,

(b) at any time and in any manner whatsoever to improve, extend, amend, alter, renovate and/or refurbish the Premises (hereinafter called the **"Improvement Works"**) for purposes of carrying out the Business, subject to the Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed, provided that the Lessee shall be solely responsible for:

(i) all necessary Consents, approvals, permits and registration for the Improvement Works, without prejudice to the Lessor's obligation to assist under Clause 6.1(i);

(ii) all cost and expenses related with such Improvement Works; and

(i) indemnifying and holding harmless the Lessor for all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees) arising directly or indirectly, in whole or in part, out of such Improvement Works;

provided further, that the Lessor and the Lessee shall at all times remain severally responsible for their respective rights and obligations under this Land Lease Agreement, the Grant (with respect to the Lessor only) and to Applicable Law, and, without limitation to the generality of the foregoing, the Improvement Works include the construction of any new buildings and related facilities on the Grant Land for purposes of carrying out the Business, in each case, subject to Applicable Law and all the terms and conditions of the Grant.

7.3 The Parties acknowledge that the Grantor is subject to all the terms and conditions of the Grant and the Grantor may not, as a matter of practice, give the relevant consent or approval required in connection with the Parties' performance of their respective obligations and/or the exercise of their respective rights under this Land Lease Agreement, including without limitation the Lessor's rights under Clause 7.2 above. The Parties shall use their best efforts to obtain the necessary consent or approval from the Grantor under Clause 7.2 above, but in no event shall (a) the Lessor be responsible or liable for the failure to obtain such consent or approval except through the Lessor's fraud or wilful misconduct; and (b) the failure to obtain such consent or approval invalidate the rights and obligations of the Parties under this Land Lease Agreement.

7.4 All personal property upon the Premises shall be at the risk of the Lessee only, and Lessor shall not be liable for any damage thereto or theft thereof.

8. ARBITRATION

8.1 Except as may be otherwise agreed, any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or in connection with to this Agreement, including any question regarding its breach, existence, effect, validity or termination, which the Parties do not resolve amicably within a period of ten (10) days, shall be referred to and finally resolved by arbitration proceedings in Singapore, according to the rules of the Singapore International Arbitration Centre ("**SIAC**").

8.2 There shall be a single arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, the said arbitrator shall be appointed in accordance with the rules of the SIAC.

8.3 The language to be used in the arbitration shall be English.

8.4 The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

8.5 Any monetary award issued by the arbitrator or arbitration body shall be expressed in and payable forthwith in US Dollars.

9. WARRANTY AND REPRESENTATION

9.1 Each Party represents and warrants to the other that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Land Lease Agreement.

9.2 The Lessor represents, warrants and covenants that:

(a) it has the sole legal and beneficial rights to use the Premises and the Grant Land, and has the absolute right to lease the Premises to the Lessee, subject to all the terms and conditions of the Grant, for the purpose and duration contemplated in this Land Lease Agreement;

(b) it has and will diligently and properly perform all of its obligations under the Grant (without prejudice to Lessee's obligation under Section 7.1(d)), such that no breach of any terms and conditions of the Grant has or will occur;

(c) as of the Commencement Date, it has not received any notice from the Grantor that the Grant has been or will be terminated;

(d) it has obtained all required approvals including the consent of Grantor for it to enter into this Land Lease Agreement; and

(e) it has paid all fees, and will continue to pay all fees, including any grant fees and rental, due and payable under the Grant.

10. GOVERNING LAW

10.1 This Land Lease Agreement shall be read, construed, interpreted and governed by the laws of Myanmar.

11. MODIFICATION OF AGREEMENT

11.1 This Land Lease Agreement constitutes the whole and entire agreement and understanding between the parties at the time of execution of this Land Lease Agreement in connection with the arrangements described herein.

11.2 In the event that any situation or condition arises due to circumstances not envisaged in this Land Lease Agreement and that it warrants amendments to this Land Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such necessary amendments.

11.3 All modifications, changes and/or amendment to this Land Lease Agreement intended to be integral to this Land Lease Agreement shall only be valid if agreed and confirmed in writing by both parties.

12. LAW OF PERFORMANCE

12.1 Both parties shall carry out their obligations arising out of this Land Lease Agreement according to the laws, rules, regulations, directives and procedures of Myanmar.

13. TERMINATION

13.1 This Land Lease Agreement shall terminate upon the (i) expiration of the Term or (ii) the dissolution or winding-up of the Lessee.

13.2 Either Party may terminate this Land Lease Agreement only upon express written consent of the other Party.

13.3 Notwithstanding Clauses 13.1, 13.2 and 15.1, this Land Lease Agreement may be terminated by the Lessee:

(a) at any time beginning the 6th year of the Initial Term, *provided that,* the termimation of this Land Lease Agreement shall take effect 1 year from receipt of the Lessee's

notice of termination to the Lessor; and *provided, finally,* that any Rent paid in advance to the Lessor shall not be reimbursed to the Lessee; or,

(b) in the event that a natural disaster or any destruction or loss caused by a Force Majeure Event occurs so as to materially incapacitate normal operations for purposes of carrying out the Activity. The Lessee reserves its rights under this Land Lease Agreement to reconstruct the damaged property wholly at its own cost and continue its operations. Notice of any intention to terminate shall be given in writing to the Lessor ninety (90) days in advance. In the event of termination under this Clause 13.3(b), any Rent paid in advance to the Lessor shall not be reimbursed to the Lessee.

13.4 Termination shall be effective only after receipt of the approval from MIC (if required).

13.5 If any of the Parties shall in any material aspect fail to perform or observe the terms and conditions of this Land Lease Agreement and fails to rectify such non-performance or non-observance within six (6) months from the notification in writing of such default, the affected Party shall be entitled to claim damages, specific performance of this Land Lease Agreement and/or any other remedies from the defaulting Party including but not limited to all direct losses suffered by the affected Party as a result of the breach by the defaulting Party.

13.6 The Lessor, in addition to the remedies provided in Clause 13.5 which shall apply to this Clause 13.6 *mutatis mutandis,* and without prejudice to the payment of interest as set forth in Clause 4.3, shall have the right to terminate this Land Lease Agreement should the Lessee fail to remit to the Lessor the full amount of any unpaid Rent within ninety (90) days from Lessor's written demand.

13.7 The Land Lease Agreement shall terminate upon the Grantor's termination, cancellation or withdrawal of the Grant, including on account of the operation of any Applicable Law (and Change of Law), provided that the Lessor shall, at the costs and expenses of the Lessee, use its reasonable endeavours to re-instate the Grant.

13.8 Notwithstanding any other provision herein, in no event shall any Party be liable for any special, indirect or consequential damages including but not limited to the loss of profits, loss of revenue, loss of business, loss of opportunity, loss of use of capital, production delays, loss of product, losses resulting from downtime of facilities, or physical damage or loss to facilities, and regardless of the actual or alleged fault of anyone (including negligence, but excluding gross negligence or wilful misconduct) arising out of any breach of this Agreement, wrongful termination, any indemnity obligation or any matter whatsoever.

14. RETRANSFER OF LEASED PROPERTY

14.1 For the duration of the Term, the Lessee shall undertake normal maintenance and due care of the Premises (including any Improvement Works) and all the fixtures, fittings and properties within.

14.2 At the end of the Initial Term, Extended Term or Additional Extended Term (if any, as the case may be) or in the event that this Land Lease Agreement is terminated in accordance with Clause 13, the Lessee shall transfer the Premises to the Lessor within six (6) months of the expiry of the term or the termination of this Land Lease Agreement, as the case may be, or such shorter time period as may be required under the terms and conditions of the Grant.

During the period that the Lessee retains possession of the Premises under this Clause 14.2, the Lessee shall be liable to the Lessor for rental payments based on the then prevailing Rent amount and adjusted to reflect the *pro-rata* portion thereof that corresponds to the number of months (or fraction thereof) that the Lessee retains possession; *provided, however,* that if the termination of this Land Lease Agreement is due to the fault of the Lessor, the possession of the Premises under this Clause 14.2 shall be Rent-free, but the Lessee shall be entitled to retain possession of the Premises for the purposes set forth in this Clause 14.2 for a period of three (3) months.

14.3 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within six (6) months from the termination of this Land Lease Agreement, or such shorter time period as may be required under the terms and conditions of the Grant.

14.4 The Lessee shall deliver the Premises and the Grant Land to the Lessor in the same condition as received by the Lessee upon Commencement Date (normal wear and tear excepted).

15. FORCE MAJEURE

15.1 If a Party is temporarily rendered unable wholly or partly by a Force Majeure Event to perform its duties or, in the case of the Lessee, to enjoy the use of a substantial part of the Premises as contemplated herein, it is agreed that the affected Party shall give notice to the other party within fourteen (14) days after that occurrence of the condition relied upon, giving full particulars in writing of such Force Majeure Event. The duties of such Party as are affected by such Force Majeure Event, including payment of any Rent under this Land Lease Agreement, shall be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay, damage or loss caused by a Force Majeure Event.

15.2 Immediately, after removal of such a Force Majeure Event, the affected Party shall perform obligatory functions with all speed and effectiveness.

16. MINERAL RESOURCES AND TREASURES

16.1 Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Premises during the term of this Land Lease Agreement shall be the property of the Government of Myanmar, and the Lessor shall (a) obtain the Relevant Authorities' instructions on how to handle such natural resources and treasures and the Lessor shall thereafter promptly inform the Lessee of such instructions, and (b) turn any of these natural resources or treasures over to the Relevant Authorities as soon as possible.

17. INDEMNIFICATION

17.1 Each Party (the **"Indemnifying Party"**) hereby agrees to indemnify the other Party (the **"Indemnified Party"**), and hold the Indemnified Party free and harmless from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees) arising directly or indirectly, in whole or in part, out of:

(a) any misrepresentation contained in the representations and warranties of the Indemnifying Party;

(b) any breach of any representation or warranty made by the Indemnifying Party under or in connection with the terms of this Land Lease Agreement;

(c) the failure by the Indemnifying Party to fulfil any of its obligations contained in this Land Lease Agreement or any related documents in a timely and proper manner; and

(d) any fraud or wilful misconduct of the Indemnifying Party.

17.2 In addition to Clause 17.1, the Lessor hereby agrees to indemnify the Lessee and hold the Lessee free and harmless from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees) arising directly or indirectly, in whole or in part, out of:

(a) any breach of any representation or warranty made by the Lessor under or in connection with the terms of the Grant, including the Lessor not having the right, authority or requisite approvals to lease the Grant Land and Premises to the Lessee as contemplated under this Land Lease Agreement; and

(b) the failure by the Lessor to fulfil any of its obligations contained in the Grant or this Land Lease Agreement or any related documents in a timely and proper manner.

17.3 In addition to Clause 17.1, the Lessee hereby agrees to indemnify the Lessor and hold the Lessor free and harmless from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees) by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises or by reason of any other claim whatsoever of any person or party occasioned by the Business of the Lessee, including any discharge of contaminants.

18. NOTICE

18.1 Any notice or other communication required to be given or sent hereunder shall be in the English language and shall be sufficiently served on the other Party if addressed to him and left by hand at or sent by facsimile transmission (if sent by facsimile, a written confirmation must be sent as soon as practicable by registered air mail) or sent by prepaid registered post (or airmail, if overseas) or international courier to the Party concerned at addresses stipulated herein or the last known address:

LESSOR:

Name	:	Aung May Thein
Address	:	16E East Race Course Road, Tamwe Township, Yangon, Myanmar
Telephone	:	(+951) 400533/44
E-mail	:	namthein@mdgmyanmar.com

LESSEE:

Name	:	Robinson Balanay
Address	:	No. 151, Yangon Industrial Park Mingalardon Township, Yangon, Myanmar
E-mail	:	robinbalanay@gmail.com, copy to Enrique.Martinez@asia-brewery.com

18.2 Notices shall be deemed to have been received upon receipt if hand delivered and ten (10) calendar days after the date of dispatch thereof if by prepaid air courier or by certified mail and upon receipt of confirmation of successful transmission if by facsimile. A copy of any notice sent by facsimile shall also be sent by prepaid air courier or the certified mail, provided that failure to receive transmission confirmation shall not invalidate the facsimile notice.

19. WAIVER

19.1 No failure or delay on the part of either Party in exercising any power or right hereunder or no knowledge or acquiescence by either Party hereto of or in any breach of any terms and conditions or covenants herein contained, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power herein.

20. TIME

20.1 Time wherever mentioned in this Land Lease Agreement shall be of the essence of the contract.

21. LANGUAGE

21.1 This Land Lease Agreement shall be written in English. All correspondence related to this Land Lease Agreement shall be in English. The English language version of this Land Lease Agreement shall prevail over any translation thereof. Notwithstanding that certain documents must be executed and filed in the Myanmar language under the laws of Myanmar, the governing language of such documents shall be the English language translation of the same.

22. SUCCESSORS IN TITLE

22.1 This Land Lease Agreement shall be binding upon the respective heirs, successors in title and assigns of the Lessor and Lessee.

23. VALIDITY OF AGREEMENT

23.1 The invalidity or unenforceability for any reason of any part of this Land Lease Agreement shall not prejudice or affect the validity of the remaining provisions of this Land Lease Agreement.

24. SURVIVAL

24.1 Notwithstanding anything contained elsewhere in this Land Lease Agreement, the provision of Clauses 8, 10, 17, 18, 19, 20, 21, 22 and 23 shall survive the expiry or termination of this Land Lease Agreement howsoever caused, and shall continue thereafter in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties executed this Agreement on the day and year first above written.

SIGNED, AND DELIVERED BY

AUNG MAW THEIN
NRC No. 12/Ma Ra Ka (Naing) 044833

Witnessed by:

MOE MYAT WIN
NRC No. 12/Ma Ra Ka (Naing) 044834

SIGNED, AND DELIVERED BY

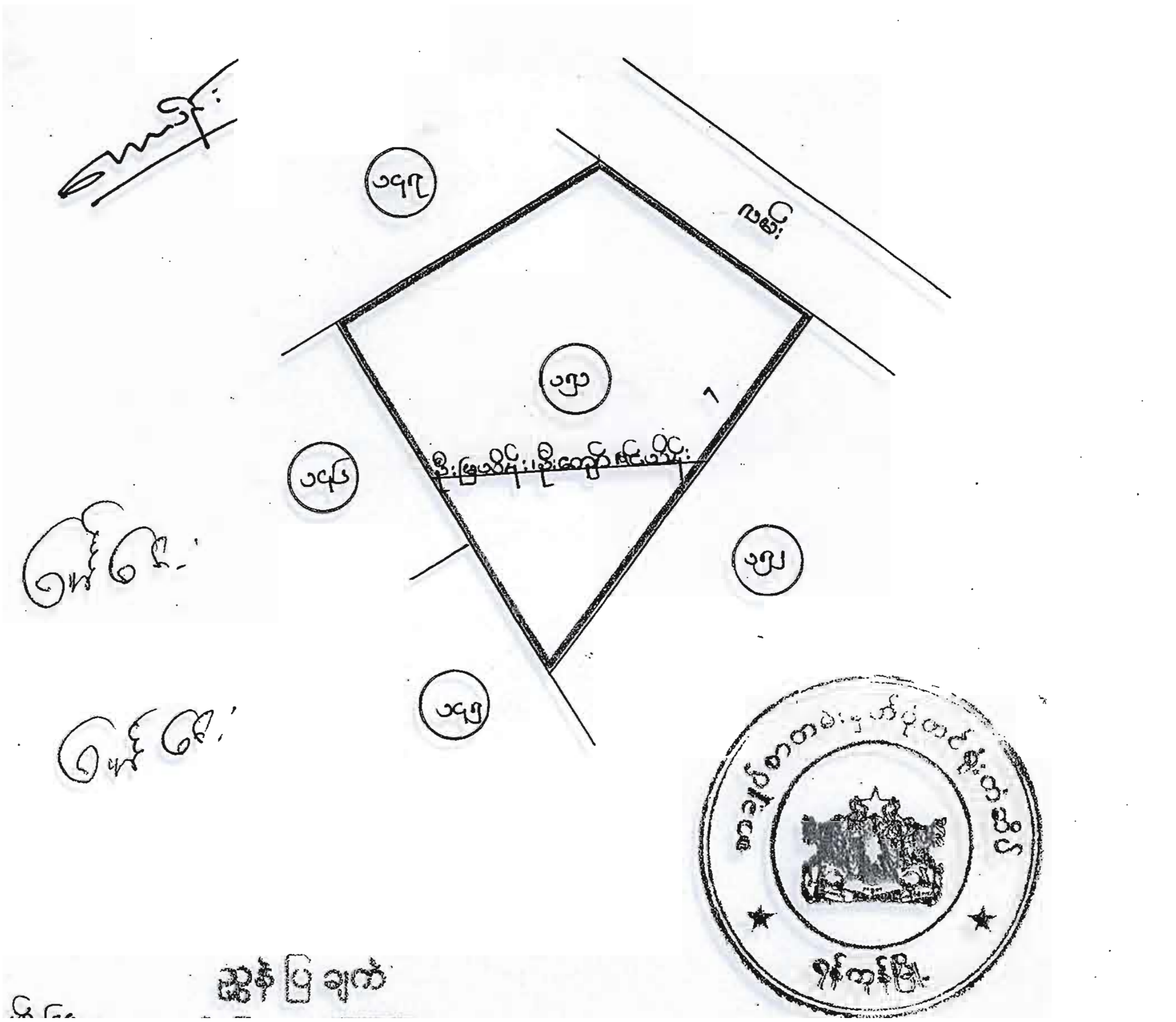
ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED BY ITS AUTHORISED SIGNATORY	} **MICHAEL G. TAN** Philippine passport No. EC0229876 Director

Witnessed by:

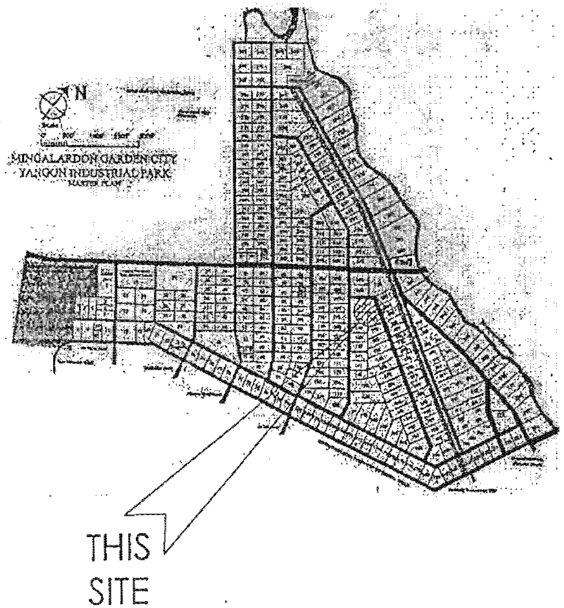
ENRIQUE S. MARTINEZ
Philippine passport No. EB9391134

APPENDIX A
SITE MAP OF THE PREMISES

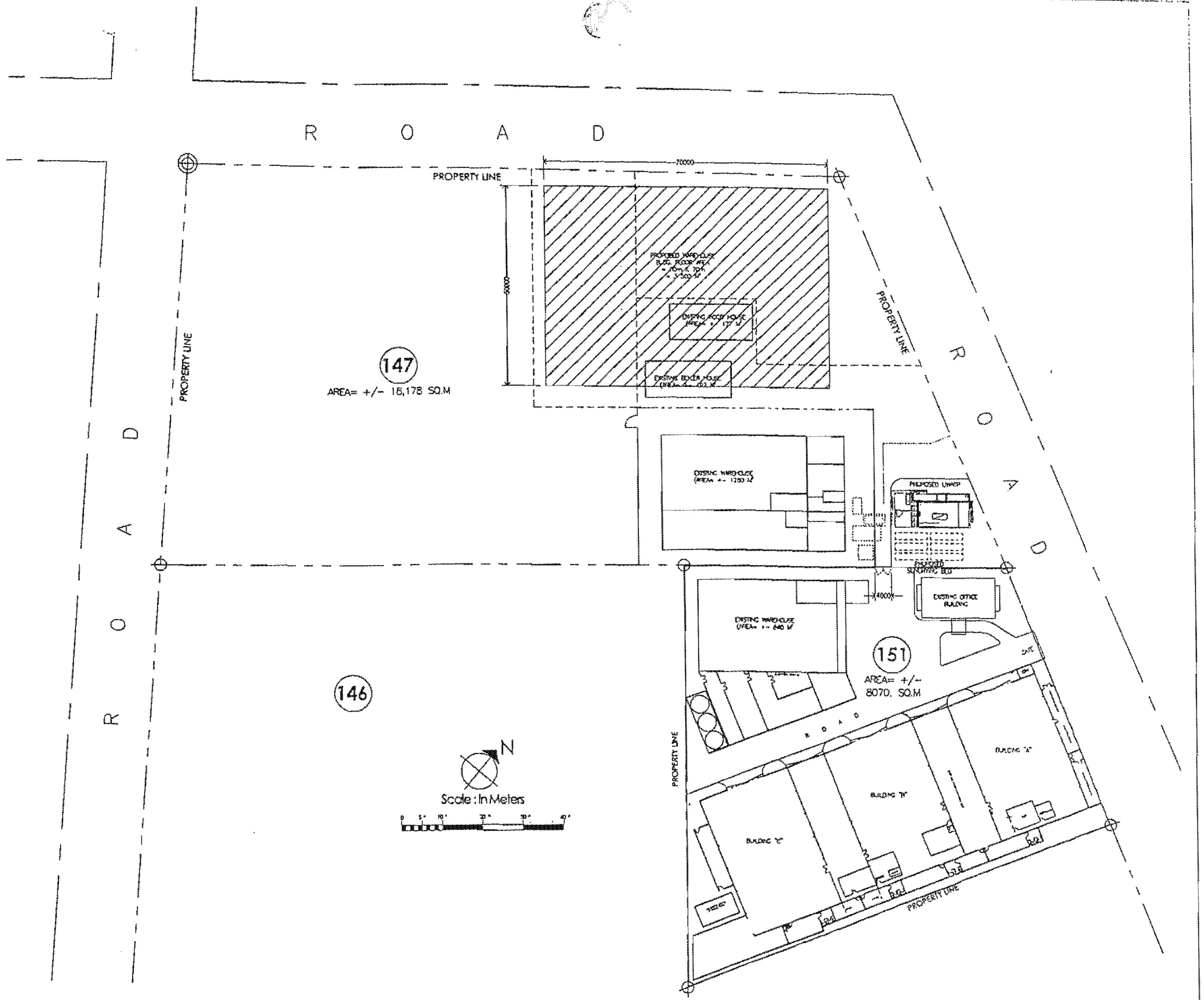
A parcel of land comprising 1.986 hectares, situated at No. 151, R-10 Yangon Industrial Park, Mingalardon Township, Yangon, Republic of the Union of Myanmar and covered by a Land Grant from the Department of Human Settlement and Housing Development dated 26 April 2005 and originally in the names of U Mya Thein and U Kyaw Zin Thein. The situation of the Land is provided, as follows:




PIPE LINE COLOR CODING:
STEAM LINE
AIR LINE SUPPLY
CHILLED WATER SUPPLY
CHILLED WATER RETURN
COOLING TOWER SUPPLY
COOLING TOWER RETURN
CO2 SUPPLY LINE
HOT WATER LINE
PURE WATER (R.O.)
RAW WATER (PUB)
COLD ROOM
220V
WAREHOUSE BUILDING
(raw materials, empty can and empty bottle)
EXISTING OFFICE BUILDING
COOLING TOWER ABOVE
COOLING TOWER ABOVE
CHILLED WATER P.
SOFT WATER
FEED W.T.
L.P.C.
L.P.C.
H.P.C.
R.T.
R.T.
BOILER
DRYER
STEAM HEADER
C02 V.F.
V.F.
C02 TANK
ELECTRICAL ROOM #2
MDP 380V
ATS
SYNCH PANEL
CAP BANK
10,000 Liters B.FUEL STORAGE
27,000 Liters D.FUEL STORAGE
TANK SPILLAGE ENCLOSURE
height = 600mm (0.6mtr)
METAL GATE/ FENCING NET
ROAD
(CSD CAN LINE)
CAN LINE 1
PET LINE 1
ROAD
PET LINE 2
±3600 [11'-10"]
±3700 [12'-2"]
±3700 [12'-2"]
GATE
GH
±22678 [74'-5"]
±14331 [47']
±6547 [21'-6"]
±10098 [33'-2"]
±36163 [118'-8"]
HOT WATER TANK AND CIP STATION AREA
HOT WATER TANK
CONCRETE WATER STORAGE TANK
OPEN CANAL
EXISTING CANAL
R.O.(future)
R.O.(future)
RWST (PUB)
PWT (R.O.)
PWT (R.O.)
STWT (CS)
TAPE SEALER
TAPE SEALER
CLEAN ROOM
LOCKER ROOM AREA
MESS HALL AREA
ELECTRICAL ROOM #1
OFFICE
OFFICE
OFFICE
BUILDING - (C)
118' - 8" X 76' - 8" (OUT TO OUT)
BUILDING - (B)
118' - 8" X 76' - 8" (OUT TO OUT)
BUILDING - (A)
118' - 8" X 76' - 8" (OUT TO OUT)



LOCATION PLAN
SCALE : AS SHOWN



SITE DEVELOPMENT PLAN
SCALE : AS SHOWN

	REG. NO.	PROJECT TITLE:	DATE: MAY 16, 2013	INTERBEV Philippines, Inc.
	T.I.N.	LOCATION:	DRAWN BY: RJ DICLAC	
REGISTERED CIVIL ENGINEER/ARCHITECT	P.T.R. NO.	THIS DRAWING IS EXCLUSIVE PROPERTY OF INTERBEV PHIL INC. ALL DETAILS THERE OF ARE PRIVATE AND CONFIDENTIAL AND THEREFORE NOT TO BE REPRODUCED NOR COMMUNICATE TO ANY OTHER PERSON.	CHECKED BY: RRC	SHEET CONTENTS
	DATE, DATE ISSUED		APPROVED BY:	SITE DEVELOPMENT PLAN
			SCALE	DRAWING NO. / REV.

NO.	DATE	REVISIONS	DWN	CKD	APPD

မြေငှားစာချုပ်

မူရင်း

26 APR 2005

၂၀၀၅ ခုနှစ်၊ (မြေငှား) အမှုတွဲ အမှတ် ၇၅/ကုန်/၉၈ (ခက်မှ-၂) - အရ၊ ထုတ်ပေးသည်။

၁၉၄/၂၀၀၅

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

စက်မှုလက်မှုလုပ်ငန်း

နှင့် ၇၅/ကုန် ကျွဲထိုး ၏၊ သား/သမီး ဖြစ်သော

ဦး ပြည့် အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/မဂတ(နိုင်)၀၀၇၀၁၄ (နောက်တွင် "အငှား စာချုပ်ရသူ"

ဒေါ် ရွှေ ၁၂/မဂတ(နိုင်)၀၀၂၈၂၂

ဟု ရည်ညွှန်းသည်) တို့၊ ၁၃ ၆၇ ခုနှစ်၊ တန်ခူး လပြည့်ကျော် ၃ ရက်နေ့၊ ခရစ် ၂၀၀၅ ခုနှစ်၊

(ဧပြီ လ ၂၄ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့် လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက် အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြား အခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်ဂူရီ (Quarries) စသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို ဖောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့် အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၂၄. ၄. ၂၀၀၅ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြား အတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၆၅ ခုနှစ် ဧပြီ လ ၂၃ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၂၁၈၇ ပြား -

(ကျပ်နှစ်ထောင်တစ်ရာ ရှစ်ဆယ်ခုနစ်) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁-ရက် နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ -၁ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင် ပေးဆောင်ရမည်။ အဆိုပါ နှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယ တဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထတစ်ဆယ့် ငါးနှစ်အတွက် အပိုဒ်၃-တွင် ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

စက်မှုဇုန်များစီမံခန့်ခွဲရေး
ညွှန်ကြား ... အမှတ် ၁ / ၉၇ ကို
လိုက်နာရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော [illegible] သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေ [illegible] သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန် [illegible] အိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ [illegible] ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါ မြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန် [illegible]၊ အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် [illegible] အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၄င်းမြေတစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံသို့ဖြစ်စေ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးအေးဆေးဆေးစွာပြန် လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ~~၁၉--~~ ၂၀၀၄ ခုနှစ် အတွင်းတွင် ဖြစ်စေ ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၄င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေစွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ် ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

(စ) ဤစာချုပ်အရ အငှားချထားသည့်မည်သည့်စက်မှုလုပ်ငန်းကိစ္စအတွက်မဆို၊ အဆိုပါမြေ၏
စက်ရုံလုပ်ငန်းမ [illegible]ရှိသည့် [illegible]အရ [illegible]လည်းကောင်း၊ အနံ့အရလည်းကောင်း၊ အမြင်ဒ
လည်းမ [illegible] ထိခိုက်မှုမရှိအောင် ဆောင်ရွက်ရန်နှင့် ပါတ်ဝန်းကျ
ဆိုးကျိုးသက်ရောက်မှုရှိကြောင်းစစ်ဆေးတွေ့ရှိပါက ဤစာချုပ်ကိုပါ ပယ်ဖျက်ပြီး အဆိုပါမြေကွက်နှင့် ထိုမြေကွ
ပေါ်တွင်တည်ရှိသော အဆောက်အအုံအားလုံးကို သိမ်းယူနိုင်သည်။

[illegible]

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက် စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသောအဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့်အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၀)ခုနှစ်၊ ဧပြီ လ၊ (၂၇)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄- အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကိုသိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့်အဆိုပါ ဦးမြသိန်း၊ ဦးကျော်ဇင်သိန်း သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ - ရန်ကုန်

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦးအောင်ဝင်း

(ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ အမှတ်တံဆိပ်၊ နေ့စွဲ၊ မြေနှင့်အခွန်ဌာနခွဲ)

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် [illegible]

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ဦးကျော်လင်းမိုင် တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) **ဦးကျော်စိုး**

အငှားစာချုပ်ရသူ ဦးမြသိန်း၊ ဦးကျော်ဇင်သိန်း က
လက်မှတ်ရေးထိုးသည်။

Myat hein

အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ [illegible]
[illegible]

၂။

ဦးဝင်းတာရာရှိ
မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်)
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

ဒုတိယညွှန်ကြားရေးမှူး
မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်)

အထက်တွင် ရည်ညွှန်းထားသည့် ဖယား

ခွင့်ပြုပြီး မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ______
မြေတိုင်းရပ်ကွက်အမှတ် ရန်ကုန်ဝေဂါ ၁၄
ရန်ကုန်မြို့ မြောက်ဥက္ကလာပ မြို့နယ်။
အတွင်းရှိ ______ တန်းစား၊ မြေကွက်အမှတ် ၁၅၂
ဖြစ်သည်။ ပူး တွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၂၂၄' ပေ၊ အနံ ၂၅၈'၉" ပေခန့်ရှိသော အလား အလာ
အရှေ့လားသော် မြေကွက်အမှတ် - ၁၅၂ ၃၄၈' ၂၇၀'၉"
အနောက်လားသော် မြေကွက်အမှတ် - ၁၄၇
တောင်လားသော် မြေကွက်အမှတ် - ၁၄၅
မြောက်လားသော် လမ်း
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၁,၉၈၈ ဧက၊ (စတုရန်းပေ ၈၆၄၀၂)

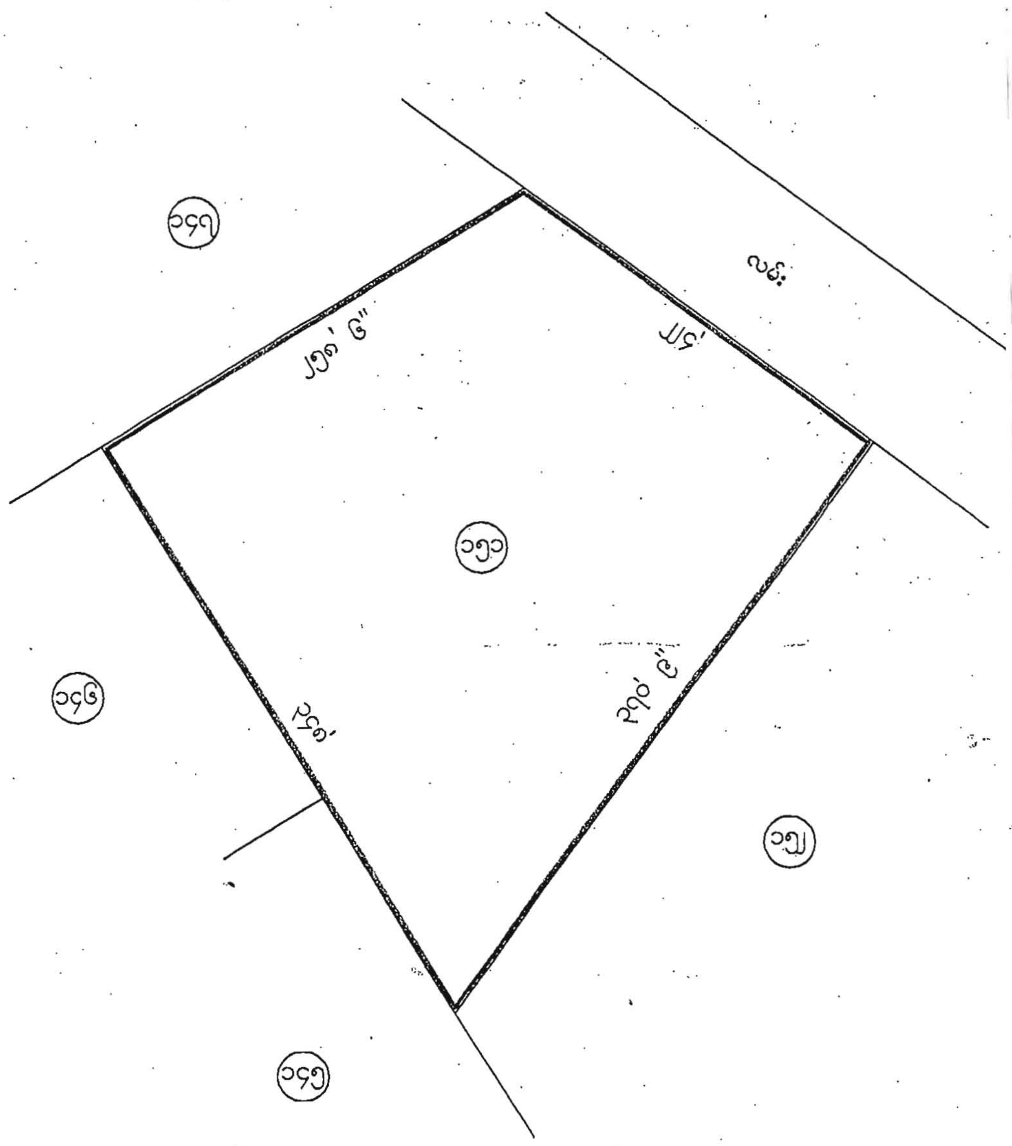
ဝှိုရင်း

ရန်ကုန်မြို့တော်

မြောက်ဥက္ကလာပ ------------------------ မြို့နယ်၊ လူနေရပ်ကွက်အမှတ် ------------------------

မြေတိုင်းရပ်ကွက်အမှတ်၊ ရန်ကုန်စက်မှုဇုန် --------- မှ မြေကွက်အမှတ် ၁၅၁ --------- ဧ

စကေး ၁ လက်မ = ၁၀၀ ပေ



Annex J-1

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs

15-YEAR ESTIMATE OF PRODUCTION AND SALES

This is in regard to our application to establish Asia Pacific Beverages Myanmar Company Limited (the "**Company**"). The Company intends to engage in the manufacture and distribution of non-alcoholic ready-to-drink beverage products and/or powdered mix products in Myanmar (including, without limitation, juices, tea, isotonic sports drinks, energy drinks, functional drinks and milk drinks); and including any business incidental thereto including the production, packaging, distribution, marketing and sales of such beverages; and this shall also include, where the context requires, the conduct of all operational, project management, ancillary businesses and activities relating thereto and all other businesses and activities mutually agreed by the Parties from time to time.

Please find attached herewith a 15-year estimate of the Company's production and sales which indicates the following products:

	Products	Prices per bottle (range)*
1.	Cola carbonated softdrinks	From 250 to 580
2.	Sunkist carbonated softdrinks	From 290 to 665
3.	Cobra energy drinks	From 245 to 305
4.	Sunkist juice and functional drinks	From 239 to 410
5.	Tea/Dairy Drinks	From 244 to 315

** price per bottle and the number of bottles per case are provided in the attached schedule*

We would be grateful if you would kindly approve our Company's application and advise us of when such approval has been granted.

If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,
For and on behalf of **ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED**

(signed)
Enrique Santos Martinez
Promoter

List of Products to be Produced
Referred to in Form 1 Item 9 (d)

Asia Pacific Beverages Myanmar Company Limited will engage in the manufacture and distribution of non-alcoholic ready-to-drink beverage products and/or powdered mix products in Myanmar (including, without limitation, juices, tea, isotonic sports drinks, energy drinks, functional drinks and milk drinks); and including any business incidental thereto including the production, packaging, distribution, marketing and sales of such beverages; and this shall also include, where the context requires, the conduct of all operational, project management, ancillary businesses and activities relating thereto and all other businesses and activities mutually agreed by the Parties from time to time.

These products will be distributed under the brands, including without limitation, under the existing brands of Air Soda, iCola, Sunkist, and Cobra, and such other brands that the Company will develop and launch in line with its business.

Type of products and volume (number of cases)

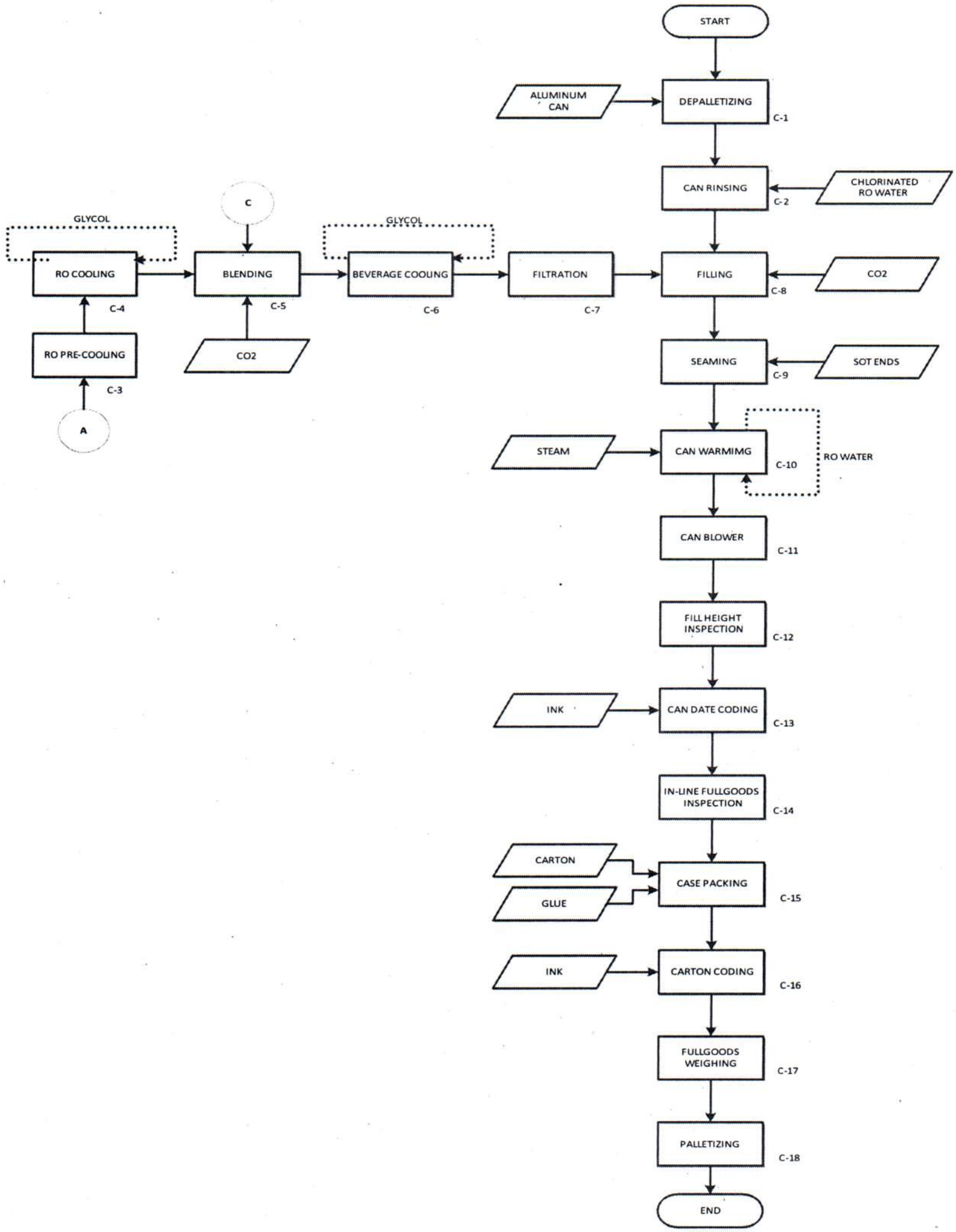
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
I Cola carbonated soft drinks	200,000	250,000	300,000	360,000	414,000	476,100	523,710	576,081	633,689	697,058	766,764	843,440	927,784	1,020,563	1,122,619
Sunkist carbonated soft drinks	3,346,707	4,183,383	5,020,060	6,024,072	6,927,682	7,966,835	8,763,518	9,639,870	10,603,857	11,664,243	12,830,667	14,113,734	15,525,107	17,077,618	18,785,380
Cobra energy drinks	357,500	429,000	493,350	567,353	624,088	686,497	755,146	830,661	913,727	1,005,100	1,105,610	1,216,170	1,337,788	1,471,566	1,618,723
Sunkist juice and functional drinks	780,000	959,400	1,180,530	1,394,172	1,603,298	1,763,628	1,939,990	2,133,989	2,347,388	2,582,127	2,840,340	3,124,374	3,436,811	3,780,492	4,158,542
Tea/Dairy drinks	604,800	786,240	982,800	1,179,360	1,356,264	1,491,890	1,641,079	1,805,187	1,985,706	2,184,277	2,402,704	2,642,975	2,907,272	3,198,000	3,517,800
Sales volume	**5,289,007**	**6,608,023**	**7,976,740**	**9,524,956**	**10,925,332**	**12,384,949**	**13,623,444**	**14,985,789**	**16,484,368**	**18,132,804**	**19,946,085**	**21,940,693**	**24,134,763**	**26,548,239**	**29,203,063**

Type of products and value (US$)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
I Cola carbonated soft drinks	678,150	847,688	1,017,225	1,220,670	1,403,771	1,614,336	1,775,770	1,953,347	2,148,681	2,363,549	2,599,904	2,859,895	3,145,884	3,460,473	3,806,520
Sunkist carbonated soft drinks	16,037,618	20,047,022	24,056,427	28,867,712	33,197,869	38,177,549	41,995,304	46,194,835	50,814,318	55,895,750	61,485,325	67,633,857	74,397,243	81,836,968	90,020,664
Cobra energy drinks	2,440,474	2,928,569	3,367,854	3,873,032	4,260,335	4,686,369	5,155,005	5,670,506	6,237,557	6,861,312	7,547,443	8,302,188	9,132,406	10,045,647	11,050,212
Sunkist juice and functional drinks	5,920,200	7,279,272	8,953,916	10,570,491	12,156,065	13,371,672	14,708,839	16,179,723	17,797,695	19,577,464	21,535,211	23,688,732	26,057,605	28,663,366	31,529,702
Tea/Dairy drinks	3,842,824	4,995,671	6,244,588	7,493,506	8,617,532	9,479,285	10,427,214	11,469,935	12,616,928	13,878,621	15,266,483	16,793,132	18,472,445	20,319,689	22,351,658
Sales value	**28,919,265**	**36,098,221**	**43,640,010**	**52,025,411**	**59,635,571**	**67,329,211**	**74,062,132**	**81,468,345**	**89,615,179**	**98,576,697**	**108,434,367**	**119,277,804**	**131,205,584**	**144,326,142**	**158,758,757**

	ML	Bottles Per Case	Price Per Bottle	VOLUME (In Cases)														
				2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
COLA CSD																		
I Cola PET	500 ml	12	250	100,000	125,000	150,000	180,000	207,000	238,050	261,855	288,041	316,845	348,529	383,382	421,720	463,892	510,281	561,309
I Cola PET	1500 ml	6	580	50,000	62,500	75,000	90,000	103,500	119,025	130,928	144,020	158,422	174,265	191,691	210,860	231,946	255,141	280,655
I Cola CAN	330 ml	24	290	50,000	62,500	75,000	90,000	103,500	119,025	130,928	144,020	158,422	174,265	191,691	210,860	231,946	255,141	280,655
Total I Cola Carbonated Soft Drinks				**200,000**	**250,000**	**300,000**	**360,000**	**414,000**	**476,100**	**523,710**	**576,081**	**633,689**	**697,058**	**766,764**	**843,440**	**927,784**	**1,020,563**	**1,122,619**
SUNKIST CSD																		
Sunkist Sparkling PET	500 ml	12	290	218,750	273,438	328,125	393,750	452,813	520,734	572,808	630,089	693,097	762,407	838,648	922,513	1,014,764	1,116,240	1,227,864
Sunkist Grape PET	500 ml	12	290	75,000	93,750	112,500	135,000	155,250	178,538	196,391	216,030	237,633	261,397	287,536	316,290	347,919	382,711	420,982
Sunkist Lychee PET	500 ml	12	290	112,500	140,625	168,750	202,500	232,875	267,806	294,587	324,046	356,450	392,095	431,305	474,435	521,879	574,066	631,473
Sunkist Orange PET	500 ml	12	290	437,500	546,875	656,250	787,500	905,625	1,041,469	1,145,616	1,260,177	1,386,195	1,524,814	1,677,296	1,845,025	2,029,528	2,232,481	2,455,729
Sub-total 500ml PET				**843,750**	**1,054,688**	**1,265,625**	**1,518,750**	**1,746,563**	**2,008,547**	**2,209,402**	**2,430,342**	**2,673,376**	**2,940,713**	**3,234,785**	**3,558,263**	**3,914,090**	**4,305,499**	**4,736,048**
Sunkist Sparkling PET	1500 ml	6	620	137,500	171,875	206,250	247,500	284,625	327,319	360,051	396,056	435,661	479,227	527,150	579,865	637,852	701,637	771,800
Sunkist Grape PET	1500 ml	6	620	31,250	39,063	46,875	56,250	64,688	74,391	81,830	90,013	99,014	108,915	119,807	131,788	144,966	159,463	175,409
Sunkist Lychee PET	1500 ml	6	620	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sunkist Orange PET	1500 ml	6	665	275,000	343,750	412,500	495,000	569,250	654,638	720,101	792,111	871,323	958,455	1,054,300	1,159,730	1,275,703	1,403,274	1,543,601
Sub-total 1500ml PET				**443,750**	**554,688**	**665,625**	**798,750**	**918,563**	**1,056,347**	**1,161,982**	**1,278,180**	**1,405,998**	**1,546,597**	**1,701,257**	**1,871,383**	**2,058,521**	**2,264,373**	**2,490,811**
Sunkist Sparkling CAN	330 ml	24	300	267,489	334,361	401,234	481,480	553,702	636,758	700,433	770,477	847,524	932,277	1,025,504	1,128,055	1,240,860	1,364,946	1,501,441
Sunkist Grape CAN	330 ml	24	290	75,000	93,750	112,500	135,000	155,250	178,538	196,391	216,030	237,633	261,397	287,536	316,290	347,919	382,711	420,982
Sunkist Lychee CAN	330 ml	24	290	125,000	156,250	187,500	225,000	258,750	297,563	327,319	360,051	396,056	435,661	479,227	527,150	579,865	637,852	701,637
Sunkist Orange CAN	330 ml	24	300	1,591,718	1,989,647	2,387,576	2,865,092	3,294,855	3,789,084	4,167,992	4,584,791	5,043,270	5,547,597	6,102,357	6,712,593	7,383,852	8,122,237	8,934,461
Sub-total 330ml CAN				**2,059,207**	**2,574,008**	**3,088,810**	**3,706,572**	**4,262,557**	**4,901,941**	**5,392,135**	**5,931,349**	**6,524,484**	**7,176,932**	**7,894,625**	**8,684,088**	**9,552,496**	**10,507,746**	**11,558,521**
Total Sunkist Carbonated Soft Drinks				**3,346,707**	**4,183,383**	**5,020,060**	**6,024,072**	**6,927,682**	**7,966,835**	**8,763,518**	**9,639,870**	**10,603,857**	**11,664,243**	**12,830,667**	**14,113,734**	**15,525,107**	**17,077,618**	**18,785,380**
ENERGY																		
Cobra CAN	240 ml	24	305	130,000	156,000	179,400	206,310	226,941	249,635	274,599	302,058	332,264	365,491	402,040	442,244	486,468	535,115	588,627
Cobra PET	180 ml	36	245	227,500	273,000	313,950	361,043	397,147	436,861	480,548	528,602	581,463	639,609	703,570	773,927	851,319	936,451	1,030,096
Total Cobra Energy Drinks				**357,500**	**429,000**	**493,350**	**567,353**	**624,088**	**686,497**	**755,146**	**830,661**	**913,727**	**1,005,100**	**1,105,610**	**1,216,170**	**1,337,788**	**1,471,566**	**1,618,723**
SUNKIST JUICE &FUNCTIONAL																		
C500 CAN	240 ml	24	367	156,000	187,200	224,640	258,336	297,086	326,795	359,475	395,422	434,964	478,461	526,307	578,937	636,831	700,514	770,566
C300 PET	150 ml	36	278	156,000	187,200	224,640	258,336	297,086	326,795	359,475	395,422	434,964	478,461	526,307	578,937	636,831	700,514	770,566
Sub-total Functional				**312,000**	**374,400**	**449,280**	**516,672**	**594,173**	**653,590**	**718,949**	**790,844**	**869,928**	**956,921**	**1,052,613**	**1,157,875**	**1,273,662**	**1,401,028**	**1,541,131**
Sunkist Orange Juice CAN	230 ml	24	410	156,000	195,000	243,750	292,500	336,375	370,013	407,014	447,715	492,487	541,735	595,909	655,500	721,050	793,155	872,470
Sunkist Lychee Juice CAN	230 ml	24	355	78,000	97,500	121,875	146,250	168,188	185,006	203,507	223,858	246,243	270,868	297,954	327,750	360,525	396,577	436,235
Sunkist Orange Juice PET	180 ml	36	244	156,000	195,000	243,750	292,500	336,375	370,013	407,014	447,715	492,487	541,735	595,909	655,500	721,050	793,155	872,470
Sunkist Lychee Juice PET	180 ml	36	239	78,000	97,500	121,875	146,250	168,188	185,006	203,507	223,858	246,243	270,868	297,954	327,750	360,525	396,577	436,235
Sub-total Sunkist Juice				**468,000**	**585,000**	**731,250**	**877,500**	**1,009,125**	**1,110,038**	**1,221,041**	**1,343,145**	**1,477,460**	**1,625,206**	**1,787,726**	**1,966,499**	**2,163,149**	**2,379,464**	**2,617,410**
Total Sunkist Juice and Functional Drinks				**780,000**	**959,400**	**1,180,530**	**1,394,172**	**1,603,298**	**1,763,628**	**1,939,990**	**2,133,989**	**2,347,388**	**2,582,127**	**2,840,340**	**3,124,374**	**3,436,811**	**3,780,492**	**4,158,542**
TEA																		
Lemon Iced Tea PET	350 ml	24	290	67,200	87,360	109,200	131,040	150,696	165,766	182,342	200,576	220,634	242,697	266,967	293,664	323,030	355,333	390,867
Apple Tea PET	350 ml	24	290	67,200	87,360	109,200	131,040	150,696	165,766	182,342	200,576	220,634	242,697	266,967	293,664	323,030	355,333	390,867
Lemon Black Tea PET	350 ml	24	290	67,200	87,360	109,200	131,040	150,696	165,766	182,342	200,576	220,634	242,697	266,967	293,664	323,030	355,333	390,867
Sub-total 350ml PET				**201,600**	**262,080**	**327,600**	**393,120**	**452,088**	**497,297**	**547,026**	**601,729**	**661,902**	**728,092**	**800,901**	**880,992**	**969,091**	**1,066,000**	**1,172,600**
Lemon Iced Tea CAN	240 ml	24	315	50,400	65,520	81,900	98,280	113,022	124,324	136,757	150,432	165,476	182,023	200,225	220,248	242,273	266,500	293,150
Apple Tea CAN	240 ml	24	315	50,400	65,520	81,900	98,280	113,022	124,324	136,757	150,432	165,476	182,023	200,225	220,248	242,273	266,500	293,150
Lemon Black Tea CAN	240 ml	24	290	50,400	65,520	81,900	98,280	113,022	124,324	136,757	150,432	165,476	182,023	200,225	220,248	242,273	266,500	293,150
Sub-total 240ml CAN				**151,200**	**196,560**	**245,700**	**294,840**	**339,066**	**372,973**	**410,270**	**451,297**	**496,427**	**546,069**	**600,676**	**660,744**	**726,818**	**799,500**	**879,450**
Lemon Iced Tea PET	200 ml	36	244	84,000	109,200	136,500	163,800	188,370	207,207	227,928	250,720	275,793	303,372	333,709	367,080	403,788	444,167	488,583
Apple Tea PET	200 ml	36	244	84,000	109,200	136,500	163,800	188,370	207,207	227,928	250,720	275,793	303,372	333,709	367,080	403,788	444,167	488,583
Lemon Black Tea PET	200 ml	36	219	84,000	109,200	136,500	163,800	188,370	207,207	227,928	250,720	275,793	303,372	333,709	367,080	403,788	444,167	488,583
Sub-total 200ml PET				**252,000**	**327,600**	**409,500**	**491,400**	**565,110**	**621,621**	**683,783**	**752,161**	**827,378**	**910,115**	**1,001,127**	**1,101,240**	**1,211,363**	**1,332,500**	**1,465,750**
Total Tea				**604,800**	**786,240**	**982,800**	**1,179,360**	**1,356,264**	**1,491,890**	**1,641,079**	**1,805,187**	**1,985,706**	**2,184,277**	**2,402,704**	**2,642,975**	**2,907,272**	**3,198,000**	**3,517,800**
TOTAL VOLUME				**5,289,007**	**6,608,023**	**7,976,740**	**9,524,956**	**10,925,332**	**12,384,949**	**13,623,444**	**14,985,789**	**16,484,368**	**18,132,804**	**19,946,085**	**21,940,693**	**24,134,763**	**26,548,239**	**29,203,063**

MYANMAR BEVERAGE COMPANY LIMITED	LINE 1 (CAN) PROCESS FLOW		
	Revision No.:	Document No.:	Effectivity Date:



Prepared by/Date:	Approved by/Date:
Alvin D. Ramos	Robinson Balanay
Production Manager	General Manager

Production Process PlanAnnex J-2
Referred to in Form 1 Item 9 (f)

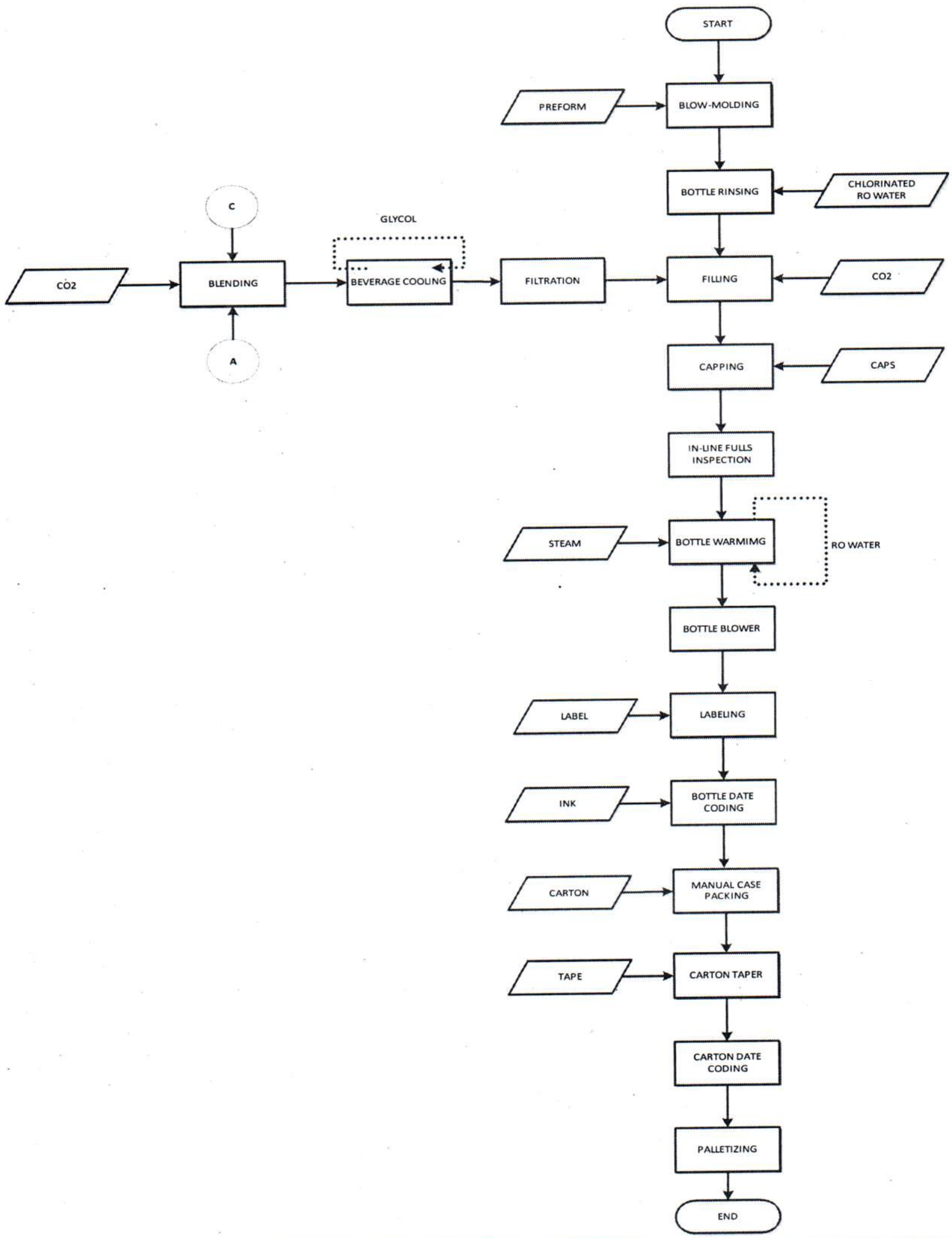
Line 1 Process Flow Description

Process #	Process Steps	Input	Output	Description
I-1	Depalletizing	Aluminum Cans	Unpalletized empty cans	Palletized empty cans are being loaded and was separated by layer with can scraper then goes through rotating table.
I-2	Can rinsing	Empty cans and Chlorinated Water	Clean and sanitized empty cans	Cans are being inverted for proper rinsing and cleaning
I-3	RO - Pre Cooling	RO water and Chilled Water	Pre-cooled RO water	RO water will pass through a plate heat exchanger for cooling
I-4	RO - Cooling	RO water and Chilled Water	Cooled Deareted Water	Pre-cooled RO water will go to vacuum tank for dearation through vacuum tank then will pass through plate heat exchanger for cooling
I-5	Blending	Dearated RO water, Syrup and CO2	Beverage	Dearated RO water and syrup will pass through a proportioner while being pumped by mixing pump and CO2 is injected during this process for carbonation.
I-6	Beverage Cooling	Beverage and Chilled Water	Cooled Beverage	Beverage from product tank,will pass through a plate heat exchanger for cooling
I-7	Filtration	Cooled Beverage	Filtered Beverage	Cooled beverage will pass through a Y-strainer to filter any impurities or foreign object may go into beverage
I-8	Filling	CO2, Beverage, and Cans	Canned beverage	As the beverage comes in, CO2 counter pressure controls the level of beverage in the filling bowl and also used to pressurized each cans to be filled. When the pressure in the can equals to the pressure in the bowl, the beverage will automatically flow and fill in the empty cans.
I-9	Seaming	Canned Beverage, CO2 and Lid	Seamed Product	Canned beverage will be blown with CO2 to remove or reduce the air before the seaming, then the lid will goes on to top of the cans and pass through seaming rolls and chucks for proper seaming
I-10	Can Warming	Seamed Product, Steam and RO water	Ambient Product	Seamed product will pass through a warmer tunnel with series of spray of Hot RO water to remove the moisture due to its cold temperature.
I-11	Can Blower	Ambient product and Air Blown	Partially dried bottom product	Ambient product will pass through the blower to remove accumulated water on it's bottom
I-12	Fill Height Inspection	Product	Sorted product	Product will pass through an inspection which uses gamma ray to detect and rejects short filled cans
I-13	Can date coding	Sorted product and Ink	Coded product	Product will pass through first to air drying then to printing head where date code is printed on each cans
I-14	In-Line full goods inspection	Full goods	Sorted full goods	As full goods being conveyed an inspector was assigned to check for any defects on cans and to be rejected
I-15	Case Packing	Carton, Full goods and Glue	Cartoned full goods	Full goods will pass through a laner where it was arranged to be 4X6 to complete the package. Carton is automatically fed then pass through series of folding guides, gluing and clamping to close the package.
I-16	Carton Coding	Cartoned Full Goods and Ink	Coded Cartoned Full goods	Each package will pass through a sensor for detection and printing head for printing
I-17	Full goods weighing	Coded cartoned full goods	Sorted full goods	Each packaging will pass through a roller type weighing scale to ensure completeness of packaging
I-18	Manual Palletizing	Sorted Full Goods	Palletized Full Goods	Each boxes is properly arrange and stacked in a plastic pallet where consisting of 100 boxes per pallet

MYANMAR BEVERAGE COMPANY LIMITED

LINE 2 (PET-CSD) PROCESS FLOW

Revision No.: 00	Document No.:	Effectivity Date:



Prepared by/Date:	Approved by/Date:
Alvin D. Ramos Production Manager	Robinson Balanay General Manager

Line 2 Process Flow Description

Process #	Process Steps	Input	Output	Description
J-1	Blow Molding	Preform and Air	Blown Bottles	Preforms were loaded and pass through a heating process, then will be fed into a mold where compressed air is blown to form the bottles
J-2	Bottle Rinsing	Blown Bottles and Chlorinated Water	Clean and sanitized blown bottles	Blown bottles will be picked up by gripper jaw and will be inverted by cam to be aligned to spray nozzles wherein chlorinated water is sprayed to rinse and sanitized the bottles
J-3	Blending	Dearated RO water, Syrup and CO_2	Beverage	Dearated RO water and syrup will pass through a proportioner while being pumped by mixing pump and CO_2 is injected during this process for carbonation.
J-4	Beverage Cooling	Beverage and Chilled Water	Cooled Beverage	Beverage from product tank will pass through a plate heat exchanger for cooling
J-5	Filtration	Cooled Beverage	Filtered Beverage	Cooled beverage will pass through a Y-strainer to filter any impurities or foreign object may go into beverage
J-6	Filling	CO_2, Beverage, and bottles	Filled Bottles	As the beverage comes in, CO_2 counter pressure controls the level of beverage in the filling bowl and also used to pressurized each cans to be filled. When the pressure in the can equals to the pressure in the bowl, the beverage will automatically flow and fill into bottles
J-7	Capping	Filled Bottles and Caps	Capped Bottles	As the filled bottles goes out the filler, it will immediately goes into capper where caps will be placed into bottles mouth while the capping head is rotating to complete the capping.
J-8	In-Line full goods inspection	Capped Bottles	Sorted full goods	Each capped bottles will pass through a lighted panel with line markings to sort out short, high filled bottles and other defects that is observed by inspector.
J-9	Bottle Warming	Sorted Full Goods	Ambient Full goods	Sorted full goods will pass through a warming tunnel with series of hot RO water spray to remove the moisture due to its cold temperature
J-10	Bottle Blower	Ambient full goods and Air Blown	Partially dried full goods	Air was blown into each bottles to partially dry the full goods in preparation for shrink labelling
J-11	Labelling	Partially dried full goods, shrink labels and steam	Labelled Full goods	Each bottles will pass through a presence sensor which triggers the release of shrink label into each bottles, then it will pass through a rubber brush to align the label and finally into shrink tunnel where each bottles with shrink label will be sprayed with steam to shrink the label for proper fitting.
J-12	Bottle Date Coding	Labelled Full Goods	Coded labelled full goods	Each labelled bottles will pass through a printing head where date code was printed
J-13	Manual Case packing	Coded labelled full goods	Cartoned full goods	Each bottles will be accumulated in a conveyor table where manual packers to pick up and manually put into carton with complete number of bottles per carton (500ml = 12 bottles/box & 1.5L = 6 bottles/box)
J-14	Carton Taper	Cartoned Full goods and Tape	Closed Full goods	Each open boxes will pass through a taper machine where plastic tapes are applied mechanically by rollers and cutter.
J-15	Carton Coding	Closed Full goods and ink	Full Goods	Each package will pass through a sensor for detection and printing head for printing
J-16	Manual Palletizing	Full Goods and pallet	Palletized Full Goods	Each boxes is properly arrange and stacked in a plastic pallet where consisting of 90 boxes per pallet for 500ml and 54 boxes per pallet for 1.5L

Annex K

Fuel, Electricity and Water Requirements
Referred to in Form 1 Item 9 (i), (j) and (k)

DESCRIPTION	REQUIRED QUANTITY															
	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	TOTAL
WATER REQUIREMENT (CBM)	75,924	94,946	114,589	136,949	157,139	178,403	196,243	215,867	237,454	261,199	287,319	316,051	347,656	382,422	420,664	3,422,824
ELECTRICAL REQUIREMENT (MWH)	5,300	6,600	8,000	9,500	10,900	12,400	13,600	15,000	16,500	18,100	19,900	21,900	24,100	26,500	29,200	237,500
DIESEL CONSUMPTION (GALLON)	105,800	132,200	159,500	190,500	218,500	247,700	272,500	299,700	329,700	362,700	398,900	438,800	482,700	531,000	584,100	4,754,300

DESCRIPTION	AMOUNT (US$ Thousands)															
	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	TOTAL
WATER REQUIREMENT (CBM)	$ 11	$ 14	$ 17	$ 21	$ 24	$ 27	$ 29	$ 32	$ 36	$ 39	$ 43	$ 47	$ 52	$ 57	$ 63	$ 513
ELECTRICAL REQUIREMENT (MWH)	$ 769	$ 957	$ 1,160	$ 1,378	$ 1,581	$ 1,798	$ 1,972	$ 2,175	$ 2,393	$ 2,625	$ 2,886	$ 3,176	$ 3,495	$ 3,843	$ 4,234	$ 34,438
DIESEL CONSUMPTION (GALLON)	$ 381	$ 476	$ 574	$ 686	$ 787	$ 892	$ 981	$ 1,079	$ 1,187	$ 1,306	$ 1,436	$ 1,580	$ 1,738	$ 1,912	$ 2,103	$ 17,115

ANNEX L

Manpower and Organizational Plan
Referred to in Form 1 Item 11

(a) Local personnel required:

	Type of personnel	Salary Range (USD)	Number of local personnel														
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Chief Accountant	600 - 1,000	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Senior Accountant	300 - 600	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2
3	Jr. Accountant	150 - 300	1	1	2	2	2	2	4	4	4	4	4	4	4	4	4
4	HR / Admin Manager	400 - 650	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	HR / Admin Supervisor	150 - 400	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2
6	HR / Admin Staff	120 - 200	2	2	6	6	6	6	6	6	6	6	6	6	6	6	6
7	Drivers	120 - 150	4	4	6	6	6	6	10	10	10	10	10	10	10	10	10
8	Security	120 - 150	10	10	20	20	20	20	30	30	30	30	30	30	30	30	30
9	Purchasing & Logistics Manager	400 - 800	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
10	Purchasing Supervisor	150 - 400	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2
11	Purchasing Staff	120 - 200	2	2	3	3	3	3	4	4	4	4	4	4	4	4	4
12	Warehouse Supervisor	150 - 400	1	1	2	2	2	2	3	3	3	3	3	3	3	3	3
13	Plant Manager	700 - 1,000							1	1	1	1	1	1	1	1	1
14	Production Manager	700 - 1,000							1	1	1	1	1	1	1	1	1
15	Production Deputy Manager	450 - 700	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
16	Production Supervisors	250 - 450	4	4	8	8	8	8	12	12	12	12	12	12	12	12	12
17	Maintenance Manager	600 - 1,000							1	1	1	1	1	1	1	1	1
18	Senior Engineer	600 - 800	2	2	4	4	4	4	6	6	6	6	6	6	6	6	6
19	Jr. Engineers	400 - 600	6	6	10	10	10	10	12	12	12	12	12	12	12	12	12
20	Technicians	150 - 300	2	2	4	4	4	4	6	6	6	6	6	6	6	6	6
21	Equipment operators	120 - 200	24	24	40	40	40	40	48	48	48	48	48	48	48	48	48
22	Helpers	100 - 150	40	40	80	80	80	80	100	100	100	100	100	100	100	100	100
23	QC Manager	700 - 1,000							1	1	1	1	1	1	1	1	1
24	QC Deputy Manager	450 - 700	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
25	Senior Analyst	250 - 450	2	2	4	4	4	4	6	6	6	6	6	6	6	6	6
26	Jr. Analyst	150 - 250	8	8	16	16	16	16	24	24	24	24	24	24	24	24	24
27	QSC Manager	400 - 650			1	1	1	1	1	1	1	1	1	1	1	1	1
28	Document controller	150 - 250	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2
29	Training Officer	150 - 250	1	1	2	2	2	2	3	3	3	3	3	3	3	3	3
	TOTAL LOCAL PERSONNEL		**118**	**118**	**221**	**221**	**221**	**221**	**292**	**292**	**292**	**292**	**292**	**292**	**292**	**292**	**292**
	% to total		*92%*	*92%*	*95%*	*95%*	*95%*	*95%*	*98%*	*98%*	*98%*	*98%*	*98%*	*98%*	*98%*	*98%*	*98%*

(b) Foreign experts and technicians required:

	Type of personnel	Accompanying family members	Salary Range (USD)	Number of foreign personnel														
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1.	Plant Manager	0	600-1,100	1	1	1	1	1	1									
2.	Production Manager	0	500-900	1	1	1	1	1	1									
3.	QC Manager	0	500-800	1	1	1	1	1	1									
4.	QSC Manager	0	500-600	1	1													
5.	Maintenance Manager	0	500-800	1	1	1	1	1	1									
6	Engineers	0	500-1100	5	5	8	8	8	8	6	6	6	6	6	6	6	6	6
	TOTAL FOREIGN PERSONNEL			**10**	**10**	**12**	**12**	**12**	**12**	**6**	**6**	**6**	**6**	**6**	**6**	**6**	**6**	**6**
	% to total			*8%*	*8%*	*5%*	*5%*	*5%*	*5%*	*2%*	*2%*	*2%*	*2%*	*2%*	*2%*	*2%*	*2%*	*2%*

	TOTAL MANPOWER		**128**	**128**	**233**	**233**	**233**	**233**	**298**	**298**	**298**	**298**	**298**	**298**	**298**	**298**	**298**

Annex M-1

Social Security and Welfare Arrangements
Referred to in Form 1 Item 11

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs,

UNDERTAKING OF SAFETY-AT-WORK

This is in regard to our application to establish Asia Pacific Beverages Myanmar Company Limited (the "**Company**"). The Company intends to engage in the manufacture, marketing, sales and distribution of non-alcoholic ready-to-drink and powdered mix beverage products in Myanmar (the "**Project**").

We would like to inform you that the Project will not have any significant safety-at-work issues, and faithfully undertake to you that throughout all the phases of the Project,

1. the Company will comply with and cause its contractors to comply with any applicable safety-at-work laws and regulations of the Union of Myanmar;

2. the Company will apply international-standard safety-at-work and labour protection practices and management mechanisms in its implementation of the Project;

3. the Company will regularly organize safety-at-work and labour protection trainings for its employees;

4. the Company will procure for its employees any applicable mandatory insurance; and

5. the Company will properly handle safety-at-work or labour protection issues occurring in the course of carrying out the Project, if any.

We would be grateful if you would kindly approve our Company's application and advise us of when such approval has been granted.

If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

(signed)

Enrique Santos Martinez
Promoter

Annex N

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs

STATEMENT OF THE BENEFITS OF THE PROJECT

This is in regard to our application to establish Asia Pacific Beverages Myanmar Company Limited (the "**Company**"). The Company intends to engage in the manufacture, marketing, sales and distribution of non-alcoholic powdered mix or ready-to-drink beverage products in Myanmar.

I. Substantial Investment

Asia Brewery Inc. is a prominent and substantial company with international operations, while Aung Maw Thein is experienced in Myanmar for his beverage and distribution businesses. Asia Brewery Inc. acting through Asia Pacific Beverages Pte. Ltd. and Aung Maw Thein believe that this joint venture will help further rise the profile of and encourage international confidence in Myanmar, and at the same time, showcase the critical role that can be played by local and international parties in the continuing development of Myanmar's economy.

II. Expertise and Experience

Asia Pacific Beverages Pte. Ltd. with the support of its parent company Asia Brewery Inc. will be able to bring its global experience and expertise in the manufacture, marketing, sales and distribution of non-alcoholic powdered mix or ready-to-drink beverage products to Myanmar. Asia Pacific Beverages Pte. Ltd., through the Company, expect to introduce technical knowhow, more advanced technology, modern equipment and systems, better techniques, new management systems and international best practices, with a view to (amongst other things) enhancing the coverage, capacity and efficiency of the manufacture, marketing, sales and distribution of non-alcoholic powdered mix or ready-to-drink beverage products in Myanmar, thereby reaping operational synergies and cost improvements, and enhancing the viability of such businesses in Myanmar.

III. Benefit to Myanmar

1. The Project will spur competition in the non-alcoholic powdered mix or ready-to-drink beverage products industry, which will encourage continuous improvement in product quality and ensure competitive pricing among industry players. Hence, the ultimate beneficiaries are the consumers of Myanmar.

2. The Project will enhance the attractiveness of Myanmar as investment destination for multi-national companies that are service providers of non-alcoholic powdered mix or ready-to-drink beverage products manufacturers.

3. The employment opportunities afforded to Myanmar nationals will directly increase as a result of the Company's operations.

IV. Sustainable Development

Asia Brewery Inc., the parent company of the investor Asia Pacific Beverages Pte. Ltd., has a track record of growing its businesses in a sustainable and responsible way in other countries in which it has invested. The Company will be adopting the same approach when engaging in the Project. The Company expects in due course to implement appropriate corporate social responsibility initiatives that may be of benefit to the local communities in Myanmar.

V. Benefit to the People of Myanmar

1. Generate local employment and job creation

   The Project will increase employment opportunities for local communities. The Project will employ between 110 and 130 employees in the first year, which is expected to grow further. In addition, many jobs will be created indirectly, e.g. logistics, distribution, marketing, etc.

2. Training for Myanmar employees

   Apart from the increase in employment opportunities, the Company intends to provide its employees skills development training, English language training, and other relevant training in order that the employees may fulfil their duties and responsibilities. The workforce is expected to gain new knowledge and learn new skills in the process.

3. Technology transfer

   The Project will introduce new brands and products as well as current best practices in manufacturing, marketing, sales and distribution; and implement a technology transfer program for the local employees to benefit from.

4. Stimulate the domestic market economy

   The Project will also purchase supplies from local Myanmar traders which will contribute to the growth of the economy. Local nationals employed by the Project will receive competitive salaries which will assist in boosting the domestic economy.

Please find attached herewith a detailed 15-year projection of the investment business.

We would be grateful if you would kindly approve our Company's application and advise us of when such approval has been granted.

If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

(signed)
Enrique Santos Martinez
Promoter

Myanmar Beverage Group
Projected Profit and Loss (USD)

	Construction Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL (Y1 to Y15)
Gross Sales		28,919,265	36,098,221	43,640,010	52,025,411	59,635,571	67,329,211	74,062,132	81,468,345	89,615,179	98,576,697	108,434,367	119,277,804	131,205,584	144,326,142	158,758,757	1,293,372,697
Net Commercial Tax		351,433	438,808	529,632	631,962	724,918	821,310	903,441	993,785	1,093,164	1,252,266	1,377,493	1,515,242	1,666,767	1,833,443	2,016,788	16,150,453
Net Sales	22,643,338	**28,567,833**	**35,659,413**	**43,110,378**	**51,393,450**	**58,910,653**	**66,507,900**	**73,158,690**	**80,474,559**	**88,522,015**	**97,324,431**	**107,056,874**	**117,762,561**	**129,538,817**	**142,492,699**	**156,741,969**	**1,277,222,244**
Raw Materials/Packaging Materials		21,890,613	27,322,061	33,047,364	39,386,180	45,137,209	50,903,006	55,993,307	61,592,638	67,751,902	74,527,092	81,979,801	90,177,781	99,195,559	109,115,115	120,026,627	978,046,255
Direct Manufacturing costs		534,347	560,095	587,130	615,516	645,322	676,618	709,479	743,983	780,212	819,222	860,184	903,193	948,352	995,770	1,045,559	11,424,981
Royalty Fees (Sunkist)		1,298,496	1,624,774	1,970,871	2,356,246	2,709,683	3,068,030	3,374,833	3,712,316	4,083,547	4,489,605	4,938,566	5,432,423	5,975,665	6,573,231	7,230,554	58,838,840
Freight & Handling		882,423	1,102,090	1,329,398	1,588,324	1,822,413	2,069,474	2,276,421	2,504,063	2,754,470	3,028,368	3,331,204	3,664,325	4,030,757	4,433,833	4,877,216	39,694,781
Cost of Goods Sold	19,081,702	**24,605,880**	**30,609,020**	**36,934,762**	**43,946,267**	**50,314,627**	**56,717,128**	**62,354,040**	**68,553,000**	**75,370,131**	**82,864,287**	**91,109,755**	**100,177,721**	**110,150,334**	**121,117,949**	**133,179,956**	**1,088,004,857**
Gross Contribution		**3,961,952**	**5,050,393**	**6,175,616**	**7,447,183**	**8,596,027**	**9,790,773**	**10,804,651**	**11,921,560**	**13,151,885**	**14,460,143**	**15,947,119**	**17,584,840**	**19,388,484**	**21,374,750**	**23,562,013**	**189,217,387**
% to Net Sales		*13.9%*	*14.2%*	*14.3%*	*14.5%*	*14.6%*	*14.7%*	*14.8%*	*14.8%*	*14.9%*	*14.9%*	*14.9%*	*14.9%*	*15.0%*	*15.0%*	*15.0%*	*14.8%*
Sales & Marketing Expenses		2,280,000	2,520,000	2,630,000	2,735,000	2,925,000	3,090,000	3,240,000	3,440,000	3,640,000	4,004,000	4,404,400	4,844,840	5,329,324	5,862,256	6,448,482	57,393,302
Depreciation		796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	11,940,000
Factory Rental		240,125	252,131	264,737	277,974	291,873	306,466	321,790	337,879	354,773	372,512	391,138	410,694	431,229	452,791	475,430	5,181,542
Plant Indirect Overhead		542,255	569,367	586,448	604,042	622,163	640,828	640,828	640,828	640,828	653,645	666,718	680,052	693,653	707,526	721,676	9,610,857
Operating Expenses	3,549,049	3,858,379	4,137,498	4,277,186	4,413,016	4,635,036	4,833,295	4,998,618	5,214,707	5,431,601	5,826,157	6,258,255	6,731,586	7,250,206	7,818,573	8,441,589	84,125,702
CSR Expense		2,031	17,900	37,224	59,493	77,666	73,263	85,803	99,116	114,093	127,596	143,185	160,393	179,383	200,338	223,455	1,600,940
Net Profit Before Tax		101,542	894,995	1,861,206	2,974,673	3,883,324	4,884,215	5,720,229	6,607,736	7,606,191	8,506,391	9,545,679	10,692,861	11,958,894	13,355,839	14,896,970	103,490,745
Income Tax		0	0	0	0	0	(1,221,054)	(1,430,057)	(1,651,934)	(1,901,548)	(2,126,598)	(2,386,420)	(2,673,215)	(2,989,724)	(3,338,960)	(3,724,242)	(23,443,751)
Net Profit After Tax	9,256	**101,542**	**894,995**	**1,861,206**	**2,974,673**	**3,883,324**	**3,663,161**	**4,290,172**	**4,955,802**	**5,704,643**	**6,379,793**	**7,159,259**	**8,019,646**	**8,969,171**	**10,016,879**	**11,172,727**	**80,046,994**
% to Net Sales	*0.0%*	*0.4%*	*2.5%*	*4.3%*	*5.8%*	*6.6%*	*5.5%*	*5.9%*	*6.2%*	*6.4%*	*6.6%*	*6.7%*	*6.8%*	*6.9%*	*7.0%*	*7.1%*	*6.3%*

Myanmar Beverage Group
Projected Cash Flow (USD)

	Construction Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL (Y1 to Y15)
Net Profit After Tax	9,256	101,542	894,995	1,861,206	2,974,673	3,883,324	3,663,161	4,290,172	4,955,802	5,704,643	6,379,793	7,159,259	8,019,646	8,969,171	10,016,879	11,172,727	80,046,994
Add: Non-cash items																	
Depreciation	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	796,000	11,940,000
Add: Changes in working capital																	0
Accounts Receivable	(1,027,273)	(497,585)	(598,246)	(628,482)	(698,783)	(634,180)	(641,137)	(561,077)	(617,184)	(678,903)	(746,793)	(821,472)	(903,620)	(993,982)	(1,093,380)	(1,202,718)	(11,317,543)
Inventory	(1,404,182)	(420,036)	(452,621)	(477,109)	(528,235)	(479,252)	(480,483)	(424,192)	(466,611)	(513,272)	(564,599)	(621,059)	(683,165)	(751,482)	(826,630)	(909,293)	(8,598,037)
Cash	(207,829)	(32,991)	(36,112)	(31,644)	(34,616)	(35,730)	(85,484)	(38,895)	(43,788)	(47,473)	(56,336)	(62,511)	(68,638)	(75,373)	(82,776)	(90,913)	(823,280)
Accounts Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow from Operations	**(1,834,029)**	**(53,069)**	**604,016**	**1,519,971**	**2,509,039**	**3,530,162**	**3,252,057**	**4,062,009**	**4,624,219**	**5,260,995**	**5,808,064**	**6,450,216**	**7,160,223**	**7,944,334**	**8,810,094**	**9,765,804**	**71,248,135**
Capital Investment	**(7,960,000)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Capital Infusion	**10,000,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Net Cash Flow	**205,971**	**(53,069)**	**604,016**	**1,519,971**	**2,509,039**	**3,530,162**	**3,252,057**	**4,062,009**	**4,624,219**	**5,260,995**	**5,808,064**	**6,450,216**	**7,160,223**	**7,944,334**	**8,810,094**	**9,765,804**	**71,248,135**
Ending Cash	**205,971**	**152,901**	**756,918**	**2,276,889**	**4,785,928**	**8,316,089**	**11,568,147**	**15,630,155**	**20,254,375**	**25,515,370**	**31,323,434**	**37,773,650**	**44,933,873**	**52,878,207**	**61,688,301**	**71,454,106**	**71,454,106**

Payback period	7
IRR	24%

Capital Investment Plan for Asia Pacific Beverages Myanmar Company Ltd.

The capital investments planned will be in 2 main phases:

1. Investments into the current facility to raise it to full international levels of compliance; and

2. Investments to maximise the capacity of the current plant.

Details and costs of each phase are discussed below:

1. Investments for plant compliance

   There is currently no ability to deal with waste water produced by the plant. One key investment requirement will be to construct a waste water treatment plant.

2. Investments to maximise capacity in the plant

   a. The carbonated PET Line is rated to run at 200 bottles per minute (bpm). However, the blow moulding machine which supplies the bottles for this line is running at 100 bpm. To maximise the efficiency of this line, APBM will invest in bringing in another blow moulding machine.

   b. There is a Hot-fill PET line in the plant which is not running. APBM will commission this line to ensure it can run to international standards.

   c. The Making capacity of the plant needs to be increased to be able to cope with the increases in capacity being invested in. This will, among other things, require an increase in the sugar-dissolving capacity.

   d. The canning line is expected to reach its maximum capacity within the next 12 months. At that point, APBM will plan to install a second can line but which shall be a high-speed can line.

   e. Construction of a Finished Goods warehouse to support the business

   f. Other improvements would include: CO_2 tank, to increase existing storage capacity; Shrink Wrap machine, which is expected to run at the rated capacity of 20 packs per minute; and Chiller System to improve capacity of existing chilling plant.

CAPEX PLAN for ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED

PROJECT DESCRIPTION	QTY	MAKE	MODEL/TYPE	CAPACITY	RATING	CAPEX in US DOLLAR
Waste Water Treatment Plant						**$ 359,246**
Equipment, Installation, start up & commissioning Structual & Civil Works including construction materials; Land area requirement for WWTP including the drying beds is around 700 sq meters	1 Lot	BAUER INT'L. PHILS., INC.	AEROBIC SLUDGE REACTOR	90 cu.m./H	18.735KW, 380VAC, 3 Phase, 50Hz, 220VAC, 3 Phase, 50Hz	
Blow Molding machine, Model SFL 6 with a capcity of 15,000 bottles per minute, including Chiller, AF compressor, HP air receiver, 5 moulds, spares, tools, supervision for installation, start up & commissioning.	1 Set	SIPA	SFL6	7,500 BpH	158KW, 380VAC, 240A, 3Phase, 50Hz	**$ 588,500**
250 CPM 350ML CSD Canning Line						**$ 2,668,000**
Can depalletizer, Semi-auto type.	1 Unit	HEFEI (Hefei	-	42,000 CpH	3.5KW, 380VAC, 9.2A, 3Phase, 50Hz	
Can rinser, Full SS, gravity type, rinsing with aseptic water 1.5-3 seconds.	1 Lot	HEFEI	-	42,000 CpH	Gravity Type	
Filler & Seamer, 32 heads Filler, 6 heads Seamer (Angelus).	1 Unit	HEFEI	-	15,000 CpH	18kw, 380VAC, 47A, 3PHASE, 50Hz	
Carbo -cooler (Mixer), 6,000L/Hr, Indirect cooling.	1 Unit	FAMIX	6.000TD 2-K	6,000L	13.77KW, 400VAC, 3-21A, 3Phase, 50-60Hz	
Pipings, pump and valves from carbo cooler to filler.	1 Lot	HEFEI	-	-	-	
Can twisters, 2 sets.	1 Lot	HEFEI	-	15,000 CpH	-	
Can warmer, Full SS structure with plastic belt.	1 Unit	HEFEI	-	200 -250 CpM	8KW, 380VAC, 21A, 3Phase, 50Hz	
Air blower/dryer.	1 Unit	HEFEI	-	42,000 CpH	1.5KW, 380VAC, 3.9A, 3Phase, 50Hz	
Ink date coder, Video Jet or equivalent.	1 Unit	LINX	C J 400	42,000 CpH	230VAC, 3A, Single Phase, 50Hz	
FH (FILTEC), with 1 rejector pusher, X-ray fill level check.	1 Unit	FILTEC	ST- 50	980 CpM	230VAC, 1A, Single Phase, 50 -60Hz	
FHI service cost, complete installatin/ commissioning cost charge by HEUFT.	1 Lot	FILTEC	-	-	-	
Full can conveyor	1 Lot	HEFEI	-	42,000 CpH	9kw, 380V, 23.6A	
Control of can conveyor	1 Lot	HEFEI	-	-	-	
Central lubrication of conveyors	1 Lot	DOSATRON	D25RE09	2.5 cu.m./HR	Siphone type	
Full automatic wrap around carton packer, 4x6 type capacity, 20 packs /min	1 Unit	MEYPACK	VP411/SW60	16 Pack/min	12kw, 380V,3P,	
Pack conveyors	1 Lot	HEFEI	-	16 Pack/min	1.5kw, 380V, 3.9A, 3P	
Electrical distribution & wiring materials	1 Lot	-	600 KVAR	1.3 MW	400 Volts/ 3200A, 3 ph.	
Deilvery cost (Inland transportation & export packaging, Freight and Insurance)	1 Lot	-	-	-	-	

Supervission of Installation & Commissioning	1 Lot	-	-	-	-	
CO2 Tank, 14 Tons capacity	1 Tank	TOMCO Equipment Company	Vertical Liquid CO2 Storage Tank	14 Ton	380VAC, 3 Phase, 50Hz	**$ 68,606**
Shrink Wrap machine, Rated capacity : 20 packs/min Packing format : 500mL, 3x4 or 4x6 bottles/pack; 1.5L, 2x3 bottles/pack; change over part for 250mL included; with Siemens S7 PLC	1 Unit	HEFEI	E- STAR F30	20Pack/min	72KW, 380VAC, 3 Phase, 50Hz	**$ 162,000**
Air Ozone Generator, Rated capacity: 2000mg/Hr, Portable type, 220V -50Hz	1 Unit	DAITO	OZ-AT3G	3g/Hr	80Watts, 230V, Single Phase, 50Hz	**$ 610**
Nitrogen Generator, Outlet pressure: 5.0 bar, Purity: 99.95%	1 Unit	COMPRESS - TECH	IMT -PN 2150	49 cu.m./Hr	27.25KW, 230VAC, Single Phase, 50Hz	**$ 28,550**
Shell and Tube Heat-exchanger for syrup processing, Material: SS316, Operating pressure: 6 bars, Cold medium: water -sugar solution, Temp in 30 degree C, Flow rate: 15 cu.m./hr	1 Unit	-	SS Heat Exchanger	15 cu.m./Hr	6 Bar Steam Pressure	**$ 43,522**
Carbon Filter including Granulated Activated Carbon	1 Unit	-	-	-	-	**$ 5,522**
150TR Chiller System, Screw Compressor: Siphon Low Temp Brine Chiller; Complete with water system equipment & materials One year list of spare parts (electrical & mechanical) Documentation & Training	1 Unit	LUCK CHANCE Company, Ltd.	Model: 320 DL Semi-Hermetic Screw	15 -150 TR	180KW, 380VAC, 3 Phase, 50Hz	**$ 231,000**
TOTAL						**$ 4,155,556**

	ITEM DESCRIPTION	QTY	MAKE	MODEL / TYPE	CAPACITY	SERIAL NO.	RATING	DIMENSION
AREA #1	***Reverse Osmosis Water Treatment Plant***							
1	Raw Water Tank	1	Nanan	NL7G1100	10,000 L	050420		2.1m dia. x 4.46m H
2	Multistage Pump	2	Wilo				4 kw	
3	Quartz Sand Filter - FRP construction,	2		NL2H15	15 T/h	050312		1.2m dia.
4	Activated Carbon Filter - FRP construction	2		NL3H15	15 T/h	050223		1.2m dia.
5	Softener - FRP construction	1		NL5H15	15 T/h	050129		1.2m dia.
6	Precise Filter	2	Nanan	NL4H15	15 T/h	05041201		350mm dia.
7	Buffer Tank	1	Nanan	NL7G120	3,000 L	050223		1.6m dia. x 3.1m H
8	Buffer Tank	1	Nanan	NL7G130	5,000 L	050418		1.9m dia x 3.25m H
9	S/S pump	2	Nanan	NLB15	15 m3/h		4 kw	
10	R.O. Unit , 3 passes, 02/05	2	Nanan	NLCF10	10 T/H	050223		
11	PVC Tank	2			900L and 400L			
12	S/S pump	1	Nanan	NLB15	15 m3/h		4 kw	
13	S/S pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
14	Pure Water Tank	2	Nanan	NL7G130	10,000 L	05041201 & 2		2.1m dia x 4.46m H
15	Sterilized Water Tank	1	Nanan	NL7G120	5,000 L	05052004		
16	UV Disinfection Unit	2	Aquafine (USA)	HXO2DDS		DFO 06/06 016-MV DFO 06/06 015-MV		
17	S/S pump	3	Nanan	NLB10	10 m3/h		2.2 kw	
18	S/S pump	2	Nanan	NLB15	15 m3/h		4 kw	
19	Titanium Filter - 0.45µm	1	Nanan	NL2H10		0505312		250mm dia.
20	Ozone Generator - Nanan, Type	2	Nanan	NLC5	50 - 130 mg/h	05051801 & 2		
21	Air Dryer		SMC	IDFA4E				
22	Control Panel, Switch & Std. Accessories	lot						
AREA #2	**Sugar Melting Section**							
1	Sugar Melting Tank (MS-1)	1	Nanan	NL7G35	2,000 L	050413		1.5m dia x 3m H
	w/ Agitator	1					1.5 kw	
	w/ Hopper Loader Mixer	1	Nanan	NLB20	20 m3/h		4 kw	
	w/ Filters	2						
	w/ Plate Heat Exchanger	1						
2	Sugar Melting Tank (MP1 & 2)	2	Nanan	NL7G41	1,000L	05051502 05051601		
	w/ Agitator						12.5 kw	
	w/ Hopper Loader Mixer	2			20 m3/h		4 kw	
	w/ Filters	2						
	w/ Weighing Machine	1	UWE, Paco	PDL300	3,000 kg			
	Control Panel, Switch & Std. Accessories	lot						
AREA #3	**Auto Clean-In-Place Plant**							
1	Alkali Tank - SU316	1	Nanan	NL7G23A2	2,000 L	05041702		
2	Acid tank - SU316	1	Nanan	NL7G25A1	2,000 L	05041701		
3	Water Tank - SU316	1	Nanan	NL7G25A3	2,000 L	05041703		
4	Metering Pump	2						
5	Pump	1	Nanan	NLB20A	20 m3/h		5.5 kw	
6	Plate Heat Exchanger	1						
7	Manifold Panel	1						
8	Shower Rinsing Station	1						
9	Piping, controls, switch & std. accessories	lot						
AREA #4	**Hot Water System**							
1	Hot Water Tank	1	Nanan	NL7G136	5,000 L	050411		2.01m dia x 3.25m H
2	Pump	1	Nanan	NLB30	30 m3/h		7.5 kw	
3	Plate Heat Exchanger - 30 to 90 deg. C	1	Nanan	NLBR20	20 m2	05051702		

AREA #5 **Soya Bean Extraction Plant**

1	Portable Inclined Screw Feeder	1	Nanan	NLT-3	2,000 kg/h	05052101	1.5 kw	8" dia x 15' L
2	Marinated Soaking Tank (BS-1 to 4)	4	Nanan	NLGI13	1,000 L	05052101 to 4		1.2m dia x 2.2m H
3	Receiving Trough Screw Conveyor	1	Nanan	M2F7		05051901	3 kw, 70 rpm	7m
4	Inclined Screw Transfer Conveyor	1	Nanan					8" dia x 15' L
5	Grinder (mounted on elevated platform)	1					18.5 kw	1' dia. grinding disc
6	Piston Pump - In-line type	1		NLB52	2,000 L/h		1.5 kw	
7	Storage Tank w/ agitator	2	Nanan	NLGI8	600 L	05051701 & 2	0.75 kw	1.42m dia x 2.8m H
8	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
9	Pump	1	Nanan	NLB05	5 m3/h		1.5 kw	
10	Centrifuge Separator	1		RPDW305VC-03	8,000 L/h	A305.05001		18" dia.
11	Bean Milk Storage Tank (ST-1 & 2)	2	Nanan	NL7G1	2,000 L	05051901 & 2		1.42m dia x 2.8m H
12	Pump	1	Nanan	NLB20B	20 m3/h		4 kw	
13	Pump	1	Nanan	NLB5	5 m3/h		1.5 kw	
14	Filter	2	Latt					
15	Manifold Panel	1						
16	Piping, controls, switch & std. accessories	lot						

AREA #6 **Cooking Station**

1	Cooker	2		GT6J		Z04075		
2	Filter	2						
3	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
4	Subside Tank (SU-1 & 2)	2	Nanan	NL7G25	2,000 L	05040501 & 2		1.5m dia x 3m H
5	Pump	1	Nanan	NLB5	5 m3/h		1.5 kw	
6	Manifold Panel	1						

AREA #7 **Tea Extraction Plant**

1	Plate Heat Exchanger - 85 to 10 deg. C	1	Nanan	NLBR16	16 m2	05051701		
2	Filter	1						
3	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
4	Pump	1	Nanan	NLB5	5 m3/h		1.5 kw	
5	Cooling / Heating Tank w/ Agitator	2	Nanan		1,000 L	050233	1.1 kw	0.42m dia x 2.2m H
6	Filter	2						
7	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
8	Extractor	2	Nanan	NL7G100A	1,000 L	05051901 & 2		12' W x 24' L x 12' H

AREA #8 **Centrifugal Separation Station**

1	Separator	1		JMDB309VC-03	800 - 1,000 L/h	A529.05003	11 kw	
2	Storage Tank (ST-5)	1						7' dia x 7' H
3	Flow Register	1						
4	Filter	1						
5	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	

AREA #9 **Soya Milk Mixing Section**

1	Transfer Tank (9 & 10)	2	Nanan	NL7G110	1,000 L	050312 & 050411		
2	Flow Register	2						
3	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
4	Mixing Tank (1 & 2)	2	Nanan	NL7G26	5,000 L	05040204 & 1		1.9m dia x 3.55 m H
5	Pump	1	Nanan	NLB10	10 m3/h		2.2 kw	
6	Filter	2						
7	Manifold Panel	1						
8	Portable Pump w/ elevator stand	2	Nanan	NLDSI 40/1000		05052101 & 2		
9	Portable Mixer w/ agitator & pump	1		RH4-0.2	200 L	060328	2.2 kw	
10	Product Tank w/ agitator (PT-1)	1	Nanan	NL7G122A	2,000 L	050406	1.5 kw	
11	Pump	1	Nanan	NLB20	20 m3/h		5.5 kw	
12	Vacuum Doff Gas Unit	1	Nanan	NLA-40	5 T/h	05052001	4.5 kw	
	w/ 2 pumps						2.2 & 1.45 kw	
13	Homogeniser	1	Nanan	JJ5/30	5,000 kg/h	05051901	30 Mpa, 55 kw	
14	UHT - 12 passes	1						
	w/ multistage pumps	2					2.2 & 1.1 kw	
	w/ centrifugal pumps	2					2.2 kw	

AREA #10 **Carbonated Mixing Section**

1	Plate Heat Exchanger	2	Leaho	BROI-10E	10 m2	60012-3B 6011-30		
2	Plate Heat Exchanger - 30 to 90 deg. C	1	Nanan	NLBR10	10 m2	05051702		
3	Product Mixing Tank (3,4,5 & 6) w/ agitator	4	Nanan	NL7G26	5,000 L	05040202, 3, 5 & 6	1.5 kw	1.9m dia x 3.35m H
4	Filter	6						
5	Pump	3	Nanan	NLB10	10 m3/h		2.2 kw	
6	Manifold Panel	2						
7	Buffer Tank (7 & 8) w/ agitator	2	Nanan	NL7G25	5,000 L	050223		1.5m dia x 3m H
8	Flow Register	2						
9	Pump	2	Nanan	NLB10	10 m3/h		2.2 kw	
10	Product Tank (PT-2) w/ agitator	1	Nanan	NL7G15	2,000 L	050406	1.5 kw	
11	Manifold Panel	1						
12	UHT unit - 16 passes	1						
	w/ 1 piston pump, 1 Grunfos multistage pump,							
	2 buffer tank & 1 elevated tank							

AREA #11 **Rinser, Filler / Capper Machine (With Missing Parts)**

1	Stainless steel construction	1			10,000 BPH			
	1 - 24 Heads Rotary Rinsing Station							
	1 - 24 Heads Rotary Filling Station							
	1 - 8 Heads Rotary Capping Station							

AREA #12 **PET Bottle Hot Filling / Packing Line**

1	Bottle Washing Machine	1	Nanan	NL4B18	150 -200 BPM	0504418	2.6 kw	3.09m x 1.4m x 1.5m
2	Blow Dry Station	1						
3	12 Head Rotary Solid Filling Station	1						
4	20 head Rotary Filling Machine	1	Nanan	RGF 20/6	8,000 BPH	050525		
5	Cap Feed Screw Conveyor	1						
6	Buffer Tank	1						
7	Pump	1	Nanan	NLB-5A	5 m3/h		2.2 kw	
8	Pump	1					1.5 kw	
9	Blower Pump	1						
10	Cap Sterilizing Station w/ blower fan & chute	1	Ozone Master	OM-2000				
11	Looped 2-Axis Bottle Transfer Conveyor	1						
12	Water Spray Cooling Tunnel w/ pump	1	Nanan	NL4A12	120 - 180 BPM	05052201	11 kw	9.6m x 2.5m x 2m
13	De-accumulating Transfer Conveyor	1						
14	Dry Blowing Station	1						
15	Bottle Inkjet Printer	1	Videojet	46P				
16	Labelling Machine	1	Nanan	NL4-300				
17	Shrink Wrapping Tunnel	1						
18	Dry Blowing Station	1						
19	Accumulating Table	1						20' long
20	Carton Taping Machine	1						
21	Carton Inkjet Printer	1	Willen	3150				
22	Controls, switches, conveyors, std. accessories	lot						

AREA #13 **Cup Filling / Sealing Line**

1	Cup Loading Station	1	Nanan	ZCF4BQ-A	4,800 CPH			
2	4 Nozzles In-Line Filling Station	1						
3	Overhead Buffer Tank	1						
4	4 Cup-Mould Belt Conveyor	1						2' W x 10' L
5	Foil Dispensing Reel	1						
6	Heat Sealing Head	2						
7	Press Sealing Head	1						
8	Accumulating Table	1						6"x4" W PVC Slat, 12' Long

AREA #14 **Can Carbonated Filling / Packaging Line**

1	Can Loading Elevator	1						
2	Rotating Feed Table	1						
3	Plate Heat Exchanger	1	Ahlborn	VT10		169 / 1750		
4	Carbonation Mixing Station	1	Sen - Mixomat					
5	Filling Machine - 16 Rotating Heads	1			12,000 CPH			
6	Seaming Machine	1	Ferrum AG	F240		34-2282		
7	Can Warmer - Sen	1	Seitz Enzinger Noll	DSW14		7864912		5' W x 15' L
8	Dry Blowin Station	1						
9	Lubricant Station	1						
10	Level Inspection Station	1	ID Filtec (USA)	FT-50		117073		
11	Inverter Cooling Chute with Pump	1						
12	Inkjet Printer	1						
13	Accumulating Table	1						20' Long
14	Carton Packing Machine	1	Meypack	PTF-28				
15	Carton Printing Machine	1	Willen	3150				
16	Controls, switches, conveyors, std. accessories	lot				0018, 3/00		

AREA #15 **PET Bottle Carbonated Filling / Packaging Line**

1	Isobaric Washing, Filling / Capping Machine	1		DGCF-32-32-10		05-111		
2	Carbonation Mixing Station	1		QHS-7T	7,000 kgibr	0553		
	w/ 3 PHE, 4 Pumps, Pressure Vessel							
3	PET Bottle Warmer	1		NL4A11B	200 - 250 BPM	05052201	8 kw	9.1m x 2.65m x 2m
4	Dry Blowing Station	1						
5	Dry Blowing Station	1						
6	Bottle Inkjet Printer	1	Videojet	43s				
7	Labelling Machine	1	Nanan	NL4-300	300 BPM		2.7 kw	
8	Shrink Wrap Tunnel - Steam Heated	1						6' Long
9	Accumulation Table	1						20' Long
10	Carton Taping Machine	1						
11	Carton Inkjet Printer	1	Willen	3150				
12	Inkjet Printer	1	Videojet	43s				
13	Controls, switches, conveyors, std. accessories	lot						

AREA #16 **Can Retort Filling / Packing Line**

1	Can Loading Elevator	1	Nanan	NLBB10	300 CPM	050405		
	w/ elevated platform							
	w/ rotating accumulating feed table							6' dia
2	Inclined In-Line Rinser unit	1						
	w/ infeed & outfeed invert							
3	Viscous Liquid Filling Machine - 24 Rotary Heads	1			250 units/min	801		52-73 mm dia, 50-150mm H
4	Volumetric Filling Machine - 45 Rotary Heads	1	Hor Yang					
5	Pump	1	Nanan	NLB20C	20 m3/hr		5.5 kw	
6	LN2 Injection Station	1						
7	Lid Seaming Machine - 6 Rotary Heads	1	Hor Yang				10 hp	
8	Level Inspection Station	1	Tap Tone (USA)	Tracker PV2000		169		
9	Transfer Belt Conveyor	1						25' Long
10	Semi Auto Basket Loader w/ Pusher,	1	Nanan	NL6B20	300 CPM	05052501		
	Hydraulic Base Lifter, SS Link Conveyor Belt,							
	Accumulating Table							3' W x 12' L
11	Retort Sterilizer - Steam Heated	5	Lizhong	GT7C	4 m3	200 5T-031 to -035	146 ^{0}C, 0.5 Mpa	
12	Pump	5	Nanan	NLB30	30 m3/h		7.5 kw	
13	Return Pump	5					7.5 kw	
14	Elevated Hot Water Tank on Steel Structure	1						8' dia x 20' L
15	Semi Auto Basket Unloader w/ Pusher,	1			300 CPM			3' W x 12' L
	Hydraulic Base Lifter, SS Link Conveyor Belt,							
	Accumulating Table							3' W x 12' L
16	Inverter Spray Cooling Tunnel	1						3' Long
17	Can Inkjet Printer	1	Videojet	43S				
18	Inverter Spray Cooling Tunnel	1						3' Long
19	Accumulating Table	1						15' Long
20	Carton Packaging Machine w/ Alignment Guide,	1						
	Nordson 3400 Glue Dispenser w/ 3 Nozzles							
21	Carton Inkjet Printer	1	Willet	3150				
22	Roller Belt Conveyor	1						2' W x 20' L
23	Accumulating Roller Conveyor Table	1						5' W x 15' L
24	Auto Palletizer w/ Pneumatic Pallet Loader,	1	Chifu					
	Infeed Roller Conveyor,							
	Pallet Dicharge Chain Conveyor							
25	Controls, switches, conveyors, std. accessories,	lot						
	38 Perforated Steel Basket, 13 Trolleys							

AREA #17 **Compressed Air System**

1	Packaged Air Compressor	1	Atlas Copco	GA55PLUS		AP1602383	55 kw	
2	Packaged Air Compressor	1	Atlas Copco	GA37		AII324855		
3	Air Receiver	1	Hoval Farrar (UK)			50830		5' dia x 12' H
4	Controls, Switches, Connections, Std. Accessories	lot						
5	Air Dryer	1		DS-30HT				

AREA #18 **Steam Generating System**

1	Boiler	1	Mechmar	AS1600/250		MS61894		
2	Induction Fan	1	Nu-Way				1.1 kw	
3	HP Pump	1	Burt				15 kw	
4	Burner	1						
5	Softener - FRP construction	1						2' dia x 6' H
6	Chimney	1						
7	Fuel Pump with filter	1						
8	Control panel, switches, headers,	1						
	insulated pipings, others							

***AREA #19* Chilled Water System**

1	Central Chilling Unit - Water Cooled Type	1	Wuzhou Refrigeration	LSBLG-130-Z	1,650 kg	2002-225	128 kw	
2	Central Chilling Unit - Water Cooled Type	1		70ST-150WSHE	4,010 kg	06085475	399.1 kw	
3	Chilled Water Pump	2					15 kw	
4	Condensate Water Pump	1					5.5 kw	
5	Chilled Water Pump	2					15 kw	
6	Condensate Water Pump	1					18.56 kw	
7	Cooling Tower with Pump	2						15' dia
8	Control panel, switches, insulated piping,	lot						
	and other accessories							
9	Chilled Water Tank	1						5' x 10'
10	Chilled Water Tank	1						5' x 8'

***AREA #20* Water Supply System**

1	Booster Vessel	2	Wellmate					2' dia x 5' H
2	Booster Pump	2					11 kw	
3	Booster Vessel	1	CIMM					
4	Booster Pump	1	Lowara				3.14 kw	
5	Filter	1	Nanan	NL2H26		050312		
6	Multistage Pump	2					5.5 kw	
7	Booster Vessel	1						3' dia x 5' H
8	Filter	2						

OTHER ADDITIONAL EQUIPMENT

1	Diesel Electric Generator - Open Type	3	Volvo	VP 570	630 KVA		380/220V, 50 HZ	3.80m x 1.30m x 2.00m
	w/ Synchronizing Panel							
	& Motorized Circuit Breaker							
2	CO_2 Tank - Vertical Type	1	Tomco	1481VA	14 tons	10320	350 psi, 200°F	6'-6" dia x 12'-8" H
3	CO_2 Vaporizer	1	Tomco					
4	CO_2 Filter	1	Tomco					
5	Blow Molding Machine	1	Sipa	SF 2/2	2,200 bph			
6	High Pressure Compressor	1	Ateliers Francois	CE2 B SG	390 m3/hr		40 bars, 440v	
7	Chiller	1						
8	QC Lab Eqpt	1 lot						
9	Electrical panels	1 lot	Fabricated					
10	Fuel tanks	2	Fabricated		5600 gal			
11	Fuel tanks	2	Fabricated		500 gal			
12	Boiler Feedwater Tank	1	Fabricated					
13	Forklift truck (Battery type)	1	TCM	FB 30-7	3 ton			
14	HP Air receiver tank	1	Fabricated		2000L			
15	Blow Molding Machine	1	Sipa	SFL6			167 kw	
16	High Pressure Compressor	1	Ateliers Francois	CE 46B			40 bars	
17	HP Air receiver tank	1			2000L			
18	Cooling tower	1						
19	Chiller	1	Anges	AC-20(D)			400v	
20	Thermo regulator	1	Industrial Frigo	OTA 36/180			50hz, 400v	
21	Air dryer	1						
22	Forklift truck (Battery type)	1	TCM	FB 25-8 (T)	2.5 ton			
23	Inkjet Date Coder	2	Linx	CJ400				
24	Inkjet Carton Coder	1	Marsh Unicorn					
25	UPS	1	Riello	MST 30	30 KVA		50hz 380v, 3ph	
26	Shrink wrap machine	1	Meypack	SW 60 D		9201		
27	Heating tunnel	1	Meypack	ST 7840		858087		
28	PET shrinkwrap machine	1	Hefei					
29	Powder mixer	1	Fristam					
30	Sugar dissolving tank	1	Fabricated					
31	Bag filter housing	16	Filtertech		180 gpm			
32	Cartridge Filter housing	4	Filtertech		15 T/hr			
33	Syrup blending machine	1	Famix					
34	Chiller - water cooled	1 set	Luck Chance	320DL	150TR			
35	Nitrogen Generator	1			49m3/hr			

LIST OF EQUIPMENT TO BE IMPORTED

PROJECT DESCRIPTION	QTY	MAKE	MODEL/TYPE	CAPACITY	RATING	CAPEX in US DOLLAR
Waste Water Treatment Plant						$ 359,246
Equipment, Installation, start up & commissioning Structual & Civil Works including construction materials; Land area requirement for WWTP including the drying beds is around 700 sq meters	1 Lot	BAUER INT'L. PHILS., INC.	AEROBIC SLUDGE REACTOR	90 cu.m./H	18.735KW, 380VAC, 3 Phase, 50Hz, 220VAC, 3 Phase, 50Hz	
Blow Molding machine, Model SFL 6 with a capcity of 15,000 bottles per minute, including Chiller, AF compressor, HP air receiver, 5 moulds, spares, tools, supervision for installation, start up & commissioning.	1 Set	SIPA	SFL6	7,500 BpH	158KW, 380VAC, 240A, 3Phase, 50Hz	$ 588,500
250 CPM 350ML CSD Canning Line						$ 2,668,000
Can depalletizer, Semi-auto type.	1 Unit	HEFEI (Hefei	-	42,000 CpH	3.5KW, 380VAC, 9.2A, 3Phase, 50Hz	
Can rinser, Full SS, gravity type, rinsing with aseptic water 1.5-3 seconds.	1 Lot	HEFEI	-	42,000 CpH	Gravity Type	
Filler & Seamer, 32 heads Filler, 6 heads Seamer (Angelus).	1 Unit	HEFEI	-	15,000 CpH	18kw, 380VAC, 47A, 3PHASE, 50Hz	
Carbo -cooler (Mixer), 6,000L/Hr, Indirect cooling.	1 Unit	FAMIX	6.000TD 2-K	6,000L	13.77KW, 400VAC, 3-21A, 3Phase, 50-60Hz	
Pipings, pump and valves from carbo cooler to filler.	1 Lot	HEFEI	-	-	-	
Can twisters, 2 sets.	1 Lot	HEFEI	-	15,000 CpH	-	
Can warmer, Full SS structure with plastic belt.	1 Unit	HEFEI	-	200 -250 CpM	8KW, 380VAC, 21A, 3Phase, 50Hz	
Air blower/dryer.	1 Unit	HEFEI	-	42,000 CpH	1.5KW, 380VAC, 3.9A, 3Phase, 50Hz	
Ink date coder, Video Jet or equivalent.	1 Unit	LINX	C J 400	42,000 CpH	230VAC, 3A, Single Phase, 50Hz	
FH (FILTEC), with 1 rejector pusher, X-ray fill level check.	1 Unit	FILTEC	ST- 50	980 CpM	230VAC, 1A, Single Phase, 50 -60Hz	
FHI service cost, complete installatin/ commissioning cost charge by HEUFT.	1 Lot	FILTEC	-	-	-	
Full can conveyor	1 Lot	HEFEI	-	42,000 CpH	9kw, 380V, 23.6A	
Control of can conveyor	1 Lot	HEFEI	-	-	-	
Central lubrication of conveyors	1 Lot	DOSATRON	D25RE09	2.5 cu.m./HR	Siphone type	
Full automatic wrap around carton packer, 4x6 type capacity, 20 packs /min	1 Unit	MEYPACK	VP411/SW60	16 Pack/min	12kw, 380V,3P,	
Pack conveyors	1 Lot	HEFEI	-	16 Pack/min	1.5kw, 380V, 3.9A, 3P	
Electrical distribution & wiring materials	1 Lot	-	600 KVAR	1.3 MW	400 Volts/ 3200A, 3 ph.	
Deilvery cost (Inland transportation & export packaging, Freight and Insurance)	1 Lot	-	-	-	-	

Supervission of Installation & Commissioning	1 Lot	-	-	-	-	
CO2 Tank, 14 Tons capacity	1 Tank	TOMCO Equipment Company	Vertical Liquid CO2 Storage Tank	14 Ton	380VAC, 3 Phase, 50Hz	**$ 68,606**
Shrink Wrap machine, Rated capacity : 20 packs/min Packing format : 500mL, 3x4 or 4x6 bottles/pack; 1.5L, 2x3 bottles/pack; change over part for 250mL included; with Siemens S7 PLC	1 Unit	HEFEI	E- STAR F30	20Pack/min	72KW, 380VAC, 3 Phase, 50Hz	**$ 162,000**
Air Ozone Generator, Rated capacity: 2000mg/Hr, Portable type, 220V -50Hz	1 Unit	DAITO	OZ-AT3G	3g/Hr	80Watts, 230V, Single Phase, 50Hz	**$ 610**
Nitrogen Generator, Outlet pressure: 5.0 bar, Purity: 99.95%	1 Unit	COMPRESS - TECH	IMT -PN 2150	49 cu.m./Hr	27.25KW, 230VAC, Single Phase, 50Hz	**$ 28,550**
Shell and Tube Heat-exchanger for syrup processing, Material: SS316, Operating pressure: 6 bars, Cold medium: water -sugar solution, Temp in 30 degree C, Flow rate: 15 cu.m./hr	1 Unit	-	SS Heat Exchanger	15 cu.m./Hr	6 Bar Steam Pressure	**$ 43,522**
Carbon Filter including Granulated Activated Carbon	1 Unit	-	-	-	-	**$ 5,522**
150TR Chiller System, Screw Compressor: Siphon Low Temp Brine Chiller; Complete with water system equipment & materials One year list of spare parts (electrical & mechanical) Documentation & Training	1 Unit	LUCK CHANCE Company, Ltd.	Model: 320 DL Semi-Hermetic Screw	15 -150 TR	180KW, 380VAC, 3 Phase, 50Hz	**$ 231,000**
TOTAL						**$ 4,155,556**

Annex O

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs

APPLICATION FOR RIGHTS, BENEFITS, TAX EXEMPTIONS AND RELIEFS FOR ASIA PACIFIC BEVERAGES MYANMAR COMPANY LIMITED

This is in relation to our application to establish Asia Pacific Beverages Myanmar Company Limited (the "**Company**"). The Company intends to engage in the manufacture, marketing, sales and distribution of non-alcoholic powdered mix or ready-to-drink beverage products in Myanmar ("**Project**").

We submit herewith our request for the following rights, benefits, tax exemptions and reliefs for the Company for your consideration:

1. **Under Section 27 of the Union of Myanmar Foreign Investment Law ("MFIL"):**

   (a) exemption from income tax for a period of 5 consecutive years, inclusive of the year of commencement on commercial scale of production of goods, and exemption or relief from income tax for a further reasonable period depending upon the success of the Company;

   (b) exemption or relief from income tax on profits of the business if they are maintained in a reserve fund and re-invested therein within 1 year after the reserve is made;

   (c) right to accelerate depreciation in respect of machinery, equipment, buildings or capital assets used in the business, at the rate fixed by the Commission to the extent of the original value for the purpose of income tax assessments;

   (d) if the goods produced are exported, relief from income tax up to 50 percent on the profits accrued for the said export;

   (e) right of the Company to pay income tax payable to the state on behalf of foreigners who have come from abroad and employed in the Company and the right to deduct such payment from the assessable income;

   (f) right to pay income tax on the income of the above-mentioned foreigners are the rates applicable to the citizens residing within the county;

   (g) right to deduct expenses from the assessable income incurred for research and development relating to the Company which are actually required and are carried put within the state;

(h) right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained in respect of such loss sustained within 2 years immediately following the enjoyment of exemption or relief from income tax as contained in sub-section 1(a), for the Company;

(i) exemption or relief from customs duty or other internal taxes or both on machineries, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use during the period of construction of business;

(j) exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first 3 years' commercial production of goods following the completion of construction of business

(k) if the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from customs duty or other internal taxes or both on machineries, equipment, instruments, machinery components , spare parts and materials used in the business which are imported as they are actually required for use in the business expanded as such;

(l) exemption or relief from commercial tax on goods produced for export;

(m) any other exemption or relief deemed appropriate by the Commission;

(n) any other exemption or relief which may be available pursuant to any amendments to the MFIL or any other law currently in force, or the promulgation of any subsequent new law (including a new Foreign Investment Law), decree, rule or regulation, applicable to foreign investment projects of a similar nature and scale; and

(o) guarantee that should there e any amendments to the RIL or any other law currently in force, or the promulgation of any subsequent new law (including a new Foreign Investment Law), decree, rule or regulation that operates to retract from the Company's rights, incentives, exemptions and reliefs granted by the Commission pursuant to this application, the Commission will, upon application of the Company, take all necessary action in order to maintain the Company's benefits at the same levels and to the same extent as if such laws, decrees, rules and regulations had not been amended, passed or promulgated.

2. Under the Foreign Exchange Regulation Law (2012) and Notification Concerning the Foreign Currency relating to the Republic of the Union of Myanmar Foreign Investment Law ("Notification No. 40/2011"):

(a) right to open an account and deposit the foreign currency in a bank within the Republic of the Union of Myanmar ("State") which has the right to operate in foreign currency;

(b) right to make account transfers and to disburse the foreign currency from the bank account referred to in sub-section 2(a) for the following purposes:

(i) payments to be made in foreign currency within the State; and

(ii) bank account transfers within the State to an affiliated company, Myanmar national or a company owned by a Myanmar national for reasons connected to the Company's business;

If the bank account transfer referred to in subsection (ii) above is to a company owned by a Myanmar national, such foreign currency will be deemed to be, and will be treated as, foreign currency obtained by the said company from the export of goods;

(c) right to remit the following categories of foreign currency abroad through the bank prescribed by the Commission:

(i) foreign currency in accordance with the proper entitlement of the person who has brought in foreign capital (including investors in and lenders to the Company);
(ii) foreign currency which is permitted by the MIC to be withdrawn by the person who has brought in foreign capital (including investors in and lenders to the Company);
(iii) net profits after all tax deductions have been made from the annual profits received by the person who has brought in foreign capital;
(iv) the salary and other lawful income accruing to foreigners who have come from abroad and are employed in the Company after the payment of taxes and deduction for living expenses for himself and his family;
(v) all monies in accordance with the entitlement of investors, shareholders and lenders after the Company has been liquidated; and
(vi) any payment for damages lawfully accruing to investors, shareholders and lenders.

(d) right to receive account transfers of foreign currency from the foreign currency account of a Myanmar national or a company owned by a Myanmar national in the state, after submitting sufficient documentary proof of the Company's entitlement to the Kyat equivalent obtained from carrying on business of the Company;

(e) right to receive and to make all account transfers in the nature of current transactions (including from within the state to abroad) free from restrictions and without the further need for approval, as contemplated by Sections 24 and 25 of the Foreign Exchange Regulation Law (2012); and

(f) right to open foreign currency accounts in any foreign country for the following matters:

(i) for payments relating to the carriage and transportation of goods and personnel by land, sea and air; the purchase of insurance for employees seconded abroad for business purposes; and the performance of construction contracts abroad;
(ii) to make repayments on foreign loans (both principal as well as interest);
(iii) in connection with the establishment of a branch or representative office or other entity abroad to carry out foreign exchange activities; and
(iv) for the purpose of investing in and carrying on all other types of business enterprises as permitted by the relevant government organization or central bank.

3. **<u>In relation to the hire of foreign experts and technicians as employees of the Company in respect of the Project:</u>**

(a) the right to hire foreigners as directors, experts, technician managers, general managers and managing agents (**"Expatriates"**) of the Company;

(b) for the MIC to issue all necessary recommendation letters and/or approvals and such other documentation as may be necessary for the Expatriates to obtain stay permits (or work permits, if available) in order to fulfill their obligations to the Company; and

(c) such other rights as deemed appropriate by the Commission.

The Company undertakes to abide by all the requirements and rules as set out under the MFIL and the Notification No. 40/2011.

We would be grateful if you would kindly approve our Company's application and advise us of when such approval has been granted.

If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

(signed)
Enrique Santos Martinez
Promoter

Annex P-1

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs

UNDERTAKING OF ENVIRONMENTAL PROTECTION

This is in regard to our application to establish Asia Pacific Beverages Myanmar Company Limited (**"Company"**). The Company intends to engage in the manufacture, marketing, sales and distribution of non-alcoholic powdered mix or ready-to-drink beverage products in Myanmar (**"Business"**).

We would like to inform you that the Business will not have significant environmental impact, and faithfully undertake to you that throughout all the phases of the Business,

1. the Company will comply with and cause its contractors to comply with any applicable environmental protection laws and regulations of the Union of Myanmar;

2. the Company will apply international-standard environmental protection practices and management mechanisms in its implementation of the Business;

3. the Company will minimize any adverse environmental impact caused by the Business; and

4. the Company will properly handle environmental issues caused by the Business, if any.

We would be grateful if you would kindly approve our Company's application and advise us of when such approval has been granted.

If you need further information, please do not hesitate to contact us. Thank you very much for your kind cooperation on this matter.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

(signed)

Enrique Santos Martinez
Promoter

ENVIRONMENTAL PERFORMANCE REPORT & MANAGEMENT PROGRAM

For

Integrated Beverage Manufacturing Plant

Of

Myanmar Beverage Company Ltd.

No. 151, R-9 Yangon Industrial Park, Mingalardon Township,.
Yangon, Myanmar

TABLE OF CONTENTS

10. ANNEXES

EXECUTIVE SUMMARY

1. Project Fact Sheet

This Environmental Performance Report and Management Plan (EPRMP-EIS based), is being submitted for the beverage manufacturing plant project of Myanmar Beverage Company Ltd. (MBCL).

The purpose of the MBC project is to present the company's Environmental Performance & Management for its beverage and health drink manufacturing plant, and to present the management's commitment to environmental impact enhancement and/or mitigation. The proponent shall observe the proper mitigating measures through its Environmental Management Plan relative to the discharge of its wastes.

Its present capacity is 1.944M liters per month using a single production line. A second line with the same capacity shall be operational by June of this year and a third one, also with the same capacity shall be operational before the end of this year, making the production capacity 5.83-M liters per month equivalent to 70-M liters per annum. The existing MBCL manufacturing plant caters to lemon lime, grape, lychee, and orange soft drinks; pineapple, orange, lychee, and passion fruit juice drinks; ice lemon, black, and green tea beverages, an energy drink, Cola and Soda.

The manufacturing plant is a 3,000-sq.m., warehouse-type building with its facilities re-aligned and re-arranged to suit the process and synchronize storage of raw materials, compounding, production, packaging, warehousing and marketing.

These changes were presented to the stakeholders and they were apprised of

the possible environmental and socio-economic impacts of the project. The stakeholders interposed no objection to the project since they are also beneficiaries in terms of employment and taxes for the government.

Equipment and machineries are as follows:

	Units
Automated can line	1
Automated CSD PET line	1
Automated HF PET line	1
Boiler	1
Chiller	2
630-KVA Generator sets	3
HP Compressors	2
LP Compressors	2
Reverse Osmosis Systems	2
Filtering systems	1 lot
Cooling Towers	3
Electric forklift	1
Blow Molding Machine	2

Product description:

1. Cola
2. Soda
3. Soft drinks (Lemon Lime, Grape, Lychee, Orange)
4. Fruit juices (pineapple, orange, lychee, passion fruit)
5. Tea (ice lemon, black, and green tea)
6. Energy Drink

2. Brief Project Description

The primary objective of this project is to manufacture carbonated drinks and tap a percentage share of the market. The secondary objective is to introduce a healthy energy drink and fruit juice drinks that would be readily available at convenient stores.

Production involves these major processes; water treatment, syrup preparation, proportioning, /blending, automated filling, capping, labeling and packaging. Cold-fill process is used for soft drinks while hot-filling is used for tea and juices. Also, CO2 is added in the soft drinks production line.

3. Process Methodology/Brief Summary of Project's EPRMP Process.

Primary environmental data on the project site and impact areas were collected through field surveys and samplings. Secondary data were gathered from existing documents of the project. These data were analyzed leading to the identification and assessment of negative and positive impacts. The formulation of measures to mitigate and reduce the negative impacts to acceptable levels are as per the proposed enhancement measures of their Quality Control Manager.

Further, participation of the concerned stakeholders was guaranteed through community relations meetings and consultations. Their views and perceptions of the project were obtained and taken into consideration.

4. Brief Description of Existing Project vis-à-vis the Proposed Expansion or Changes

The area is of flat terrain and constructed as per the development plan of the

industrial park. The area of the building is 3,000 sq.m., wherein the production lines are located.

The plant is currently operating with one production line with plant personnel working on two (2) eight-hour shifts. The proposed expansion is for three (3) production lines with a capacity of 200 bottles per minute per line on the first quarter of 2015. Employees shall then be working three eight-hour shifts on two production lines simultaneously. Please take note that only two production lines shall operate at any given time.

5. Summary of Baseline Characterization, Key Environmental Impacts and Management & Monitoring Plan and Environmental Fund Commitments

Matrix of Environmental Management Plan: The company's Environmental Management Plan are in a summarized tabulation, with the corresponding budget in Table 3, such as the mitigation/enhancement of each described impact in each stage of the project activities, Social Development Plan, Contingency/Emergency Response Plan, Environmental Monitoring Plan, Institutional Plan and Information Education Communication Plan.

The Social Development Plan includes MBC's community relations program and implementation. The Contingency/Emergency Response Plan is aimed to respond to any eventualities that may arise at the production site and nearby areas.

The Institutional Plan is aimed to form a group/separate section of the company that shall implement the Environmental Management Plan. The Information Education Communication Plan creates a program that shall undertake a campaign to inform and educate the people concerned about the Mitigation/Enhancement measures being undertaken to minimize the effects of the existing plant and of the proposed expansion project. It shall be

responsible for information dissemination inside and outside of the company premises.

6. Summary of Environmental Monitoring Plan and the Most Significant Impacts and Key Measures

Matrix of Environmental Monitoring Plan.

a. Water

Flow of water that is the result of the process is directed to the main water holding tanks. Representative samples for testing shall be taken at the point of discharge to the holding tanks, at the point of discharge from the holding tanks to the wastewater treatment plant (WTP), and at the point of discharge from the WTP to the drainage canal.

b. Air.

Ambient air sampling/testing shall be done regularly. Routine preventive maintenance of equipment shall be strictly implemented by the Preventive Maintenance Department.

c. Noise.

Noise level sampling inside and outside of the plant premises shall also be done regularly in relation with air sampling. Mitigation shall be by proper maintenance of equipment and machinery.

d. Safety and Health

Employees are provided with proper safety gears/gadgets and regular

inspection is made to make sure they remain in good working condition. Regular medical checkup of employees is scheduled yearly.

e. Information Education Communication Plan.

A campaign to inform and educate the residents within the vicinity of the project about the mitigation / enhancement measures / plan that are being done to minimize the impact of the project on the environment.

MAIN ENVIRONMENTAL PERFORMANCE REPORT & MANAGEMENT PLAN

I. PROJECT DESCRIPTION

1.1 Basic Project Background & Information.

Project Name	:	Myanmar Beverage Company Ltd.
Location	:	No. 151, R-9 Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar
Nature of Project	:	Beverage Mfg. Plant

Project Proponent & Contact Person:

		MR. ROBINSON BALANAY General Manager
Office Address	:	No. 151, R-9 Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar
Email address	:	robinbalanay@gmail.com

The objective of the beverage project of MBC is to introduce an alternative choice for beverages, fruit juice, and an energy drink that is readily available in convenient stores. These beverages must meet Food & Drug Administration (FDA) standards for physical, chemical, microbial, and radiological contaminants. In order to produce a product which meets the required quality standards, proper quality control should be observed during production and water used for proportioning should pass water treatment systems using various processing stages.

The project site is located in No. 151, R-9 Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar with production capacity presently at 1,944 cu.m. per month, using one production line. This shall

be increased to 5.83-M liters per month when the three (3) production lines become operational.

Representing the company is its General Manager, MR. ROBINSON BALANAY. Email address is robinbalanay@gmail.com

Manpower shall be 118, now working on two (2) eight-hour shifts. It shall be increased to three (3) eight-hour shifts once production becomes full blast. As mentioned, only two production lines shall operate at any given time. The engineering plans are in Annex 5.

1.2 Project Rationale

The purpose of this project is to be able to tap a portion of the market for the demand for beverages, introduce a fruit juice drink and an energy drink to the growing health-conscious populace.

1.3 Project Location and Accessibility

The MBC integrated beverage project is located at No. 151, R-9 Yangon Industrial Park, Mingalardon Township, Yangon, Myanmar. The area is accessible via the Kha Yae Pin Road approximately 9 kilometers from Yangon International Airport and about 16 kilometers north of Yangon city proper.

1.4 Project Site Considerations/Alternatives

There were no options for other project sites since the area is ideally located not only due to proximity but also due to the technical capability and support equipment availability. The area is also accessible via land and waterway transport.

1.5 Project Components and Process Technology Options

a. Process Description

The processing stages of the integrated beverage manufacturing plant are presented in the following chart. (Annex 5). As mentioned, production involves these major processes; water treatment, syrup preparation, bottle washing, proportioning, bottling, and packaging.

Water Treatment

Water treatment is the key process in ensuring quality products. Water obtained from the deep well is pumped and stored in a water tank before it undergoes several purification processes. Soft water is used for rinsing and as feed to the boilers in the Utilities Department. Treated water is produced using the method for drinking water which in turn is mixed with the syrup for beverage production.

Syrup Preparation

This involves two steps; syrup preparation and finished syrup preparation. Granular sugar, treated water, are mixed well to form the simple syrup. The mixture (with the adjusted brix) then passes through the bag filter and heat exchanger before it is placed in another syrup tank where flavoring and coloring are added.

Proportioning, Bottling/Canning and Packaging

Treated water and finished syrup are mixed in the blending tank, then to the carbo cooler where carbonation takes place. Once the beverage is

carbonated, it is ready for canning/bottling and capping. The bottled drinks then pass through final inspection for dirt and/or breakage. Off-level bottles are also separated as rejects. Filled bottles that pass inspection are automatically placed in carton boxes carton boxes are then stacked one on top of the other in plastic pallets for storage in the warehouse until delivery.

b. Waste Generation

Spent Washwater

Spent washwater comes from cleaning the production line and cleaning of the floor in the production area after each day's operation.

Spent Soap Solution

The soap solution is used as lubricant in the conveyor area. Spillage from the conveyor enters the drainage by gravity and is eventually conveyed to the WTP.

Waste Management

Wastewater from the facility is conveyed in a common drainage line and enters the WTP. The treated wastewater from the WTP is then discharged to the common drainage canal.

Rejected plastic bottles, aluminum cans, carton boxes and other packaging materials are segregated and sold for recycling.

1.6 Project Size

	Total project area	Production per year	Working hours per day	Total Manpower
Existing project	3,000 sq.m.	24-M Liters	16	118
Full-blast operations	3,000 sq.m.	70-M Liters	24	221

1.7 Development Plan, Description of Project Phases and Corresponding Timeframes

There shall be no pre-construction and construction phase since the building is already constructed, with the machineries and equipment intact.

a. Commissioning Phase

Activities involved shall be trial runs of the additional two (2) production lines designed and arranged to suit its purpose of an integrated beverage manufacturing plant.

b. Abandonment/Decommissioning Phase

A closure/site abandonment and decommissioning program shall be implemented by the project proponent, which consists of the following steps.

1. Formation of company's team for decommissioning and rehabilitation program to be headed by the company's Plant Manager and Safety Engineer;
2. Inventory of machineries and civil structures to be affected by

3. the decommissioning and those that will be retained for other uses;
4. Progressive consultation with stakeholders and the company's workforce about the social package plan during retrenchment ;
5. Coordination with concerned regulatory government agencies; and
6. Implementation of monitoring and reporting during and after the closure and decommissioning period.

1.8 Resource & Utility Requirements, Manpower

a. Power/Electricity

Electricity is supplied by the Ministry of Electricity. Power requirement is estimated at about 200 MWH per month.

b. Fuel

Since water can easily absorb fuel odor, and to prevent air pollution in the enclosed production area, an electric fork lift is being used. Lubricant requirement for the machineries used in the production lines is food grade soap solution.

Diesel requirement for the boiler and generator sets shall be 41,500 gallons per year.

c. Water

Water used as raw material shall come from deep wells intended solely for the integrated beverage production. Average water requirement is 28,552 cu.m. per year.

d. Raw Materials

Raw material used for carbonated beverage production are water, flavoring concentrates, granulated sugar, food coloring compounds, citric acid, liquid carbon dioxide. Ingredients for the fruit juice are water, juice concentrate, sucrose, natural fibers, inulin & oligofructose, natural fruit flavors, citric acid, sodium citrate, cloudifier, ascorbic acid, tartrazine, xanthan gum and food color. Ingredients for tea are the same except for the use of tea concentrate instead of juice concentrate. The energy drink has Vitamin B complex, taurine, caffeine, ginseng, sucrose, sodium citrate and water for its raw materials.

e. Manpower

The project employs 118 personnel initially working two 8-hour shifts. This shall be increased to 221 personnel working three 8-hour shifts once all three production lines are operational.

1.9 Indicative Project Investment Cost

Machinery and Equipment at the time of acquisition are as follows:

	Units
Automated can line	1
Automated CSD PET line	1
Automated HF PET line	1
Boiler	1

Chiller	2
630-KVA Generator sets	3
HP Compressors	2
LP Compressors	2
Reverse Osmosis Systems	2
Filtering systems	1 lot
Cooling Towers	3
Electric forklift	1
Blow Molding Machine	2

Manpower cost shall be USD 22,240.00 per month for a total of 118 personnel. Please refer to Annex 6 for the manpower list.

II. Analysis of Key Environmental Impacts (Assessment of Baseline Environmental Conditions):

2.1 Land

The area is almost entirely plain which consists mostly of rolling narrow plains, and the remaining area has few elevated portions. It is situated in the non-environmentally critical areas (non-ECA's) of Myanmar and is suitable for urban development.

There shall be no change in land use in the proposed areas, which are classified as combined industrial/commercial and residential lands.

2.2 Water

Water supply for the processing plant comes from deep wells. Wastewater shall be treated at the company's WTP and its effluent

shall be regularly sampled for testing before the water is discharged to the drainage canal.

2.3 Air

Air and noise pollution is expected to increase as the number of industries increase and traffic becomes heavy. The degree of noise generated by machineries and equipment inside the manufacturing plant is also being taken regularly.

Noise quality at the project area is well within the International Labor Standards required for light industrial areas.

Climate:

Much of the country lies between the Tropic of Cancer and the Equator. It lies in the monsoon region of Asia, with its coastal regions receiving over 5,000 mm (196.9 in) of rain annually. Annual rainfall in the delta region is approximately 2,500 mm (98.4 in), while average annual rainfall in the Dry Zone, which is located in central Myanmar, is less than 1,000 mm (39.4 in). Northern regions of the country are the coolest, with average temperatures of 21 °C (70 °F). Coastal and delta regions have an average maximum temperature of 32 °C (89.6 °F)

2.4 People

The Republic of the Union of Myanmar, commonly shortened to Myanmar is a sovereign state in Southeast Asia bordered by Bangladesh, India, China, Laos and Thailand. One third of Myanmar's total perimeter of 1,930 kilometers (1,200 miles) forms

an uninterrupted coastline along the Bay of Bengal and the Andaman Sea. Myanmar's population of over 60 million makes it the world's 24th most populous country[2] and, at 676,578 square kilometres (261,227 sq. mi.), it is the world's 40th largest country and the second largest in Southeast Asia.[1]

Myanmar is a country rich in jade and gems, oil, natural gas and other mineral resources. In 2011, its GDP stood at US$53.14 billion and was estimated to be growing at an annual rate of 5.5%.[23] Despite good economic growth it's believed that Myanmar's true economic potential won't be easily achieved due to the nation's lack of development, as of 2013 according to the Human Development Index (HDI) Myanmar still has one of the lowest human development in the world. Foreign investment comes primarily from China, Singapore, the Philippines, South Korea, India, and Thailand.

Yangon is the most populous city by far in Myanmar although estimates of the size of its population vary widely. A UN estimate[2] puts the population as 4.35 million. The city's population grew sharply after 1948 as many people from other parts of the country moved into the newly-built satellite towns of North Okkalapa, South Okkalapa, and Thaketa in the 1950s and East Dagon, North Dagon and South Dagon in the 1990s. Immigrants have founded their regional associations (such as Mandalay Association, Mawlamyaing Association, etc.) in Yangon for networking purposes. The government's decision to move the nation's administrative capital to Naypyidaw has drained an unknown number of civil servants away from Yangon.

[1] Wikipedia, the free encyclopedia

Yangon is the most ethnically diverse city in the country. While Indians formed the slight majority prior to World War II,[9] today, the majority of the population is of Bamar (Burman) descent. Large communities of Indians/South Asians and the Chinese still exist especially in the traditional downtown neighborhoods. Intermarriage between ethnic groups—especially between the Bamar and the Chinese, and the Bamar and other indigenous Burmese—is common. A large number of Rakhine and Karen live in the city.

Burmese is the principal language of the city. English is by far the preferred second language of the educated class. In recent years, however, the prospect of overseas job opportunities has enticed some to study other languages: Mandarin Chinese is most popular, followed by Japanese, French, and Korean.[48]

III. Environmental Performance Based on the Environmental Management Plan

3.1 Impact(s) Management Plan (IMP)

Major impacts of the proposed project on the physical/chemical environment, biological environment and its effect on people residing in the surrounding area were identified and assessed. Mitigating measures that are being implemented and how they can be improved were carefully studied.

Impacts on the environment shall be similar. There shall still be an improvement in the socio-economic conditions in the primary impact area since the business environment is expected to improve further.

Other factors that shall affect the environmental conditions are natural calamities such as typhoons and earthquakes. It may increase due to further urbanization and population growth. It could be prevented by adopting counter measures which the project can provide.

3.2 Environmental Monitoring Plan (EMoP) and other Monitoring Modes

Monitoring Plan consists mainly of checking dust and noise generated during loading and hauling and collective intensity level of noise within the production area, checking of air quality, particularly the concentration of suspended particulates, checking of water quality, particularly acidity, TSS, COD and BOD, at the discharge points from production to the WTP, WTP to the drainage canal.

3.3 Information, Education and Communication (IEC) and Social Development Program (SDP)

The Institutional Plan is aimed to form a group/separate section of the company that shall implement the Environmental Management Plan. The Information Education Communication Plan creates a program that shall undertake a campaign to inform and educate the people concerned about the Mitigation/Enhancement measures being undertaken to minimize the effects of the existing. It shall be responsible for information dissemination inside and outside of the quarry premises.

The Social Development Plan includes the company's community relations program and implementation. The SDP's primary concept

is to provide certain basic needs to the host communities such as community organizing and capability building, health and nutrition, education and sports development, and livelihood programs. These basic needs of the community shall be planned by the company's Community Relations Officer thru dialogues with elders/community leaders of the primary impact area.

3.4 Environmental Risk Management (ERM) and Emergency Response Programs (ERP)

The proponent recognizes that preparation of an ERM and ERP must not only address hazard assessment, off-site consequence analysis, and prevention and emergency response programs but must also address public relations and local emergency preparedness issues.

The following are the proponent's policy and programs to be adopted for ERM:

a. Administration Policy

Proponent is committed to following the policies and procedures outlined in this EMP, as well as to regulatory compliance, waste minimization, risk reduction and continual improvement of the Environmental Management System. Implementation of this program will be through the Office of Environmental Health and Safety. However, environmental compliance and safe working practices are the responsibility of every worker

Proponent commits to providing the necessary resources for environmental protection while fostering intellectual

development for its workers, promoting insight and understanding for the protection of the environment, and providing a safe, effective and efficient workplace for its workers, staff, and visitors.

b. Administration/Company Management Responsibility

To fully implement policies, the assistance and cooperation of all staff and workers are necessary. The following descriptions outline key roles and responsibilities involved in implementation and maintenance of this plan.

I. Environmental Health and Safety Oversight Panel

The EH&S Oversight Panel is comprised of senior level managers: the Vice President for Finance; the Department Managers; and the Pollution Control Officer. The Panel's mission is to review and assist the Office of EH&S in developing, recommending and approving safety and environmental policies and management systems. The Panel will serve as an umbrella committee for other EH&S related committees on the plant to ensure the company's compliance with national and local regulations and best practices to safeguard workers, members of the community and protect the environment.

The Panel will annually review the activities and issues regarding the administration of this ERM and ERP.

ii. Environmental Health and Safety

The Office of EH&S shall be managed by a registered Pollution Control Officer and reports to the Plant Manager. The Office of EH&S will oversee the Environmental Management Plan and will:

• periodically inspect working facilities to ensure compliance with the provisions of the EMP and assist departments in complying
• investigate environmental releases
• coordinate training and maintain training records
• update the EMP as necessary
• ensure that safety equipment, including emergency response equipment, is inspected and working properly and is appropriate to the hazards in the workplace
• remain current with regulatory and legal requirements associated with all types of waste
• assist all departments with the annual Hazardous Chemicals of Concern (HCOC) inventory, if any
• serve as Emergency Coordinator for the company
• oversee the details outlined in the Environmental Compliance Certificates and other government regulatory permits.

iii. Department Heads

Each department is responsible for the implementation of the EMP within the workplace under its administrative control. Each department will designate an individual or committee

(department representative) to work with the Office of EH&S to:

- ensure that department workers know and follow policies and practices
- ensure that department workers have been properly trained in regards to this ERM/ERP, and that training activities have been properly documented
- ensure that control measures are employed
- ensure that appropriate personal protective equipment is utilized
- ensure that each workplace and equipment is inspected annually for compliance with the ERM;
- inform the EH&S Office of environmental releases, provide recommendations concerning these incidents, and ensure that corrective action is taken
- coordinate the annual hazardous chemicals of concern inventory
- ensure that evacuation procedures are followed

iv. Plant Workers/Staff

Plant workers/staff are expected to:

- conform to good standard practices and procedures for machineries/equipment and chemicals (if any) with which they work by reviewing current literature, available Material Safety Data Sheets and applicable policies
- wear appropriate personal protective equipment
- use engineering controls and safety equipment properly
- participate in all required training programs

- report to the appropriate supervisor all facts pertaining to incidents resulting in accidents (including near misses), and any action or condition that may cause an incident
- follow emergency response notification procedures
- learn, understand, and observe all policies and practices
- listed herein

v. Visitors and Contractors

Visitors to company's plant and facilities and contractors who perform activities related to transport of wastes must be informed of this policies and must observe safety procedures in case of emergencies.

c. Environmental Goals

The company, through the Plant Manager and all department heads will review and update environmental objectives and targets important to the ERM. On an annual basis, they will review legal requirements, monitoring/inspection reports, reportable incidents, and other appropriate information;

Some of the objectives may include:

- sustaining compliance with the ERM;
- increasing awareness of the impact of operation on the environment
- developing pollution prevention opportunities
- reducing the amount of waste generated and disposal thereof.

d. Self Monitoring / Inspection

Waste water treatment facilities, waste containers and the waste storage areas in the workplace should be inspected weekly by designated personnel and these inspections documented on the posted Inspection Form. Periodic inspections will be performed by staff of the Office the Plant Manager.

If it is determined that there are issues of non-conformance, corrective action may be taken immediately by the designated worker/s.

In cases of imminent and substantial danger to life, health or the environment, the Plant Manager is authorized to order the cessation of activity until the danger from such a condition is abated or adequate protective measures have been taken.

e. Record Keeping Requirements

Records to be maintained that are applicable to this program include:

- training records
- monitoring and inspection reports
- reports summarizing performance against annual objectives and targets
- records of non-conformance and corrective action
- applicable regulations
- incident reports
- record of safety equipment inspections

- Workplace Hygiene Plan
- Workplace Guide for Renovations, Remodels, Moves and Terminations.
- Hazardous Waste pickup records, if any.

The proponent's policy and programs for ERP:

a. Emergency Preparedness and Response Procedures

An emergency is any occurrence such as, but not limited to, equipment failure, rupture of containers or failure of control equipment, which results in the accident or potential uncontrolled release of a hazardous wastes into the environment and which requires agency or fire department notification and/or reporting.

Spills of hazardous waste, and other incidents that trigger a reportable emergency to external agencies or that require reporting under institutional policy will be investigated and documented using company's Incident Report Form. In the event that an incident poses an actual or potential threat to human health or safety, the immediate evacuation of personnel in the affected area is required. This may be the laboratory, the floor, or the building. If evacuation of the area around plant is deemed necessary, company's Emergency Coordinator will advise local authorities (i.e. fire, police) of the potential threat to human health and/or the environment following applicable regulations. Specific evacuation routes are posted in each workplace.

The Emergency Coordinator or any person who discovers a

release to the environment or a fire involving hazardous wastes should activate the facility fire alarm and contact local Fire and Police Department at their emergency.

b. Pollution Prevention

The EPA's definition of pollution prevention, includes the following: source reduction and other practices that reduce the volume or eliminate the creation of pollutants through the increased efficiency in the use of raw materials, energy, water or other resources, or the protection of natural resources by conservation.

The Plant Manager will work with all departments to promote pollution prevention activities. The goal is to decrease the amount of waste generated. Waste minimization ultimately lowers disposal costs, reduces hazards, reduces long-term liability and promotes a cleaner and healthier environment. Pollution prevention opportunities will also be evaluated during annual inspections.

c. Information and Training

The company will provide workers with information and training so that they understand and can implement the elements of the Environmental Management Plan including ERM/ERP relevant to their responsibilities.

Additionally, information board will be provided at strategic and conspicuous place for the daily information of the workers.

d. Review of the ERM/ERP

The ERM/ERP will be reviewed at least annually to ensure its continued accuracy, suitability, adequacy, and effectiveness in promoting continual improvement in the company's efforts regarding the environment. This review may include, but not limited to, examination of monitoring and measuring information, performance data, assessment and audit results, and other relevant information and data.

3.5. Abandonment/Rehabilitation Programs

Abandonment phase of this project during its operational stage shall be due to low market demand in which filing of bankruptcy is inevitable. However, abandonment is not expected on this project since the property can be utilized by the complex. The building is structurally sound and economically profitable unless nature effects its abandonment.

3.6. Institutional Set-Up

The Institutional Plan is aimed to form a group/separate section of the company that shall implement the Environmental Management Plan and effectively communicate with the employees and top management their findings and recommendations.

IV. ENVIRONMENTAL RISK ASSESSMENT

In the implementation of the activities of the processing plant, several risk attendant to the activities were identified. However, the effect will not be significant and is concentrated within the area of operation such as the

manufacturing area and the laboratory area.

On the other hand, a simple risk assessment of the condition of the operation, its structures and the manner of the implementation of activities shall be undertaken to determine the possible risk management activities to be formulated as far as human and physical environment is concerned.

The risk assessment will deal with both evaluation and management of risks. The evaluation phase addresses three questions (Kaplan and Garrick, 1981):

1. What can go wrong with the project?
2. What is the range of magnitude of these adverse consequences?
3. How likely are these adverse consequences?

However, more often there is the difficulty in applying the risk assessment approaches considering the complexities of the activities. Hence, a simplified methodology being adopted by T.P. Farrel of Woodward Clyde will be implemented. Some modifications on the methodology will be done to fit in local conditions in the project site. The steps in this approach will be:

1. Analyze potential failure at the site
2. Assess the release scenarios
3. Evaluate the potential environmental and safety impact resulting from the release
4. Evaluate the risk
5. Manage the risk to ensure they are minimized or acceptable.

The management phase evaluates the alternative risk reduction measures

and how to deal with the risk in case of occurrences or known as the emergency or contingency plan. In the processing plant operation phase, the risk assessment will consider the hazards regarding environment, safety and social.

4.1 Environmental Risk Categorization

Table 1 :Sources of Risks – **Environment**

The Risk	What & How It Can Happen	The Consequences of An Event Happening	Existing/proposed Controls	Consequences Rating	Likelihood Rating Considering Controls	Level of Risk
Excessive dust generation	It can be wind generated dust	Dust will significantly impact the visual amenity and safety of personnel.	Setting of speed limits.	2	C	M
Water pollution	Washing and cleaning of conveyors at the production line	Siltation of nearby water bodies	Maintenance of existing water treatment facilities, drainage system.	2	C	M
Stop operation due to natural calamities	Catastrophic events like typhoon, earthquake, etc.	Stoppage of operation	Emergency response program	3	E	M
Failure of the ERM/ERP	Lack of management support (operational and financial)	Incomplete and meager implantation of EMP within workplace and plant facilities	Funding and technical mechanism provided by the management.	3	E	M
Noise pollution	Excessive noise associated with operation of equipment /machineries.	Disturbance /nuisance to workers	Periodic maintenance of vehicles and equipment. Use of PPEs by personnel	2	C	L
Failure of pollution control	Poor maintenance	Pollution and siltation of nearby	Maintenance of holding tanks , WTP, and piping	2	D	L

devices (holding tanks, WTP, and pipes leading to the WTP)		water bodies and plant vicinity	system			

V. ENVIRONMENTAL MANAGEMENT PLAN (EMP) FOR CURRENT PROJECT & PROPOSED MODIFICATION/EXPANSION

Table 2. ENVIRONMENTAL MANAGEMENT PLAN

Project Activities	Impact Prediction	Mitigation or Enhancement	Cost of Mitigation or Enhancement	Responsibility	Guarantees / Contracts
OPERATION STAGE	Noise Generation	Regular inspection and maintenance of equipment and machineries	Direct company expense dispensed as needed	Plant Manager	Proponent
	Solid Waste Generation	A systematic waste disposal is being strictly implemented that covers all office & manufacturing wastage such as packaging materials, caps & PET bottles, segregated as biodegradable, non-biodegradable & recyclable.	Direct company expense dispensed as needed	Plant Manager	Proponent
	Generation of wastewater	Use of WTP	Direct company expense dispensed as needed	Plant Manager	Proponent
	Generation of condensate & heat emission	Reuse of condensate & heat	Direct company expense dispensed as needed	Plant Manager	Proponent
SOCIAL DEVELOPMENT PLAN	Upward movement of the host community's	Community relations meeting with gov't. agencies	Direct company expense dispensed as	Company's Administrative Officer	Proponent as per Company's Social Development Program

	economy	concemed.	needed		
CONTINGENCY & EMERGENCY PLAN	Environmental accidents during operation and occurrence of fortuitous events	In such cases, all activities involved shall be stopped until appropriate remedial measures have been effected. A Safety Manual was published and an Emergency Response Team was created for this purpose, headed by the Plant Manager .	Direct company expense dispensed as needed	Plant Manager/Emergency Response Team (ERT)	Proponent
ENVIRONMENTAL MONITORING PLAN	Impact on baseline conditions such as air, water & noise pollution.	Compliance with the requirements of gov't. agencies concerned.	Direct company expense dispensed as needed	Plant Manager	Proponent
INSTITUTIONAL PLAN (inc. a group formed for the strict implementation of the EMP)		Assigning the Plant Mgr. for the proper implementation of the EMP.	Direct company expense dispensed as needed	Project Mgt. Team	Proponent
INFORMATION EDUCATION COMMUNICATION PLAN	This activity aims to keep the host community updated about the mitigation /enhancement measures being done, to keep at a minimum, the effects of the project on the environment .	1. The employees shall be made aware of any activity in the plant by posting such info on bulletin boards. 2. Campaign slogans for Health & Safety shall be posted on conspicuous areas in the company. 3.Training seminars on Safety & First Aid shall also be	Direct company expense dispensed as needed	Plant Manager	Proponent

		provided to selected employees. 4. Fire Drills shall be done at least once a year. 5. Info outside the company's premises shall be done thru discussions during community relations meetings/posting of the info at bulletin boards.			
ABANDONMENT PLAN	There shall be very little to no effect on the environment since activity shall only be dismantling of prod. equipment.	Only a natural calamity shall force the proponent to abandon the project. Abandonment shall conform to the ECP/EMP of the company .	Direct company expense dispensed as needed	ERT/Proponent	Proponent

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Annex 1

MBCL License

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ

အမှတ် (၁) စက်မှုဝန်ကြီးဌာန

စက်မှုကြီးကြပ်ရေး နှင့် စစ်ဆေးရေးဦးစီးဌာန

ပုဂ္ဂလိကစက်မှုလုပ်ငန်းမှတ်ပုံတင်လက်မှတ်

စက်မှုမှတ်ပုံတင်အမှတ် ရက / ကြီး / ၂၃၇၅ ရက်စွဲ ၆-၁၀-၂၀၁၀

လုပ်ငန်းအရွယ်အစား အကြီး ၁၁း ပြည်နယ်/တိုင်း ရန်ကုန်

အောက်ပါလုပ်ငန်းသည် ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေ ပုဒ်မ ၇ ပုဒ်မခွဲ (ဂ) အရ မှတ်ပုံတင်ပြီးဖြစ်ပါသည်။

၁။ လုပ်ငန်းအမည် Myanmar Beverage Co., Ltd အချိုရည်လုပ်ငန်း

၂။ လုပ်ငန်းအမျိုးအမည် ၀၁း လေ ဒါက်ဧရး ဆိုင်ရာ လုပ်ငန်း

၃။ အဓိကကုန်ချောပစ္စည်းအမျိုးအမည် Orange, Lychee, Grape, Cola, Soya Milk, Strawberry, Green Tea

၄။ တည်နေရာလိပ်စာ အမှတ် (၁၅၁) ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်

၅။ ပိုင်ဆိုင်မှုအမျိုးအစား ကုမ္ပဏီ

၆။ လုပ်ငန်းရှင်အမည် ဦး ... ဝင်း ... (MD)

၇။ တိုင်းဆောင်သည့်မှတ်ပုံတင်အမှတ် ၁၂/မရက(နိုင်)၀၄၄၀၇၇

၈။ ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး (ကျပ်) ၁၀,၀၀၀ သန်း + US$ ၄,၆၀,၀၀၀ တည်ထောင်သည့်ခုနှစ် ၂၀၁၀

၉။ အသုံးပြုသည့်အားအမျိုးအစား ... မြင်းကောင်ရေ ...

၁၀။ အလုပ်သမားဦးရေ ၉၅ ၁၈၅၀ ကေဗွီ ...

၁၁။ မှတ်ပုံတင်သက်တမ်းကုန်ဆုံးသည့်နေ့ရက် ၄-၁၀-၂၀၁၁



ဦး ...

ညွှန်ကြားရေးမှူးချုပ်

လုပ်ငန်းရှင်များလိုက်နာရန် စည်းကမ်းချက်များ

၁။ ဤမှတ်ပုံတင်လက်မှတ်ကို အများမြင်သာသည့်နေရာတွင် ချိတ်ဆွဲထားရမည်။

၂။ ဤမှတ်ပုံတင်လက်မှတ်ကို မသက်ဆိုင်သူအား လွှဲအပ်ခြင်း သို့မဟုတ် လွှဲပြောင်းပေးခြင်းမပြုရ။

၃။ ဤမှတ်ပုံတင်လက်မှတ်ပါ အချက်အလက်များကို ပြင်ဆင်ခြင်း သို့မဟုတ် ဖြည့်စွက်ခြင်းမပြုလုပ်ရ။

၄။ ဤမှတ်ပုံတင်လက်မှတ် ပျောက်ဆုံးလျှင် မှတ်ပုံတင်လက်မှတ်မိတ္တူကို ထုတ်ပေးရန် ပြည်နယ် သို့မဟုတ် တိုင်းဦးစီးဌာနမှူးထံ ခိုင်လုံသောအထောက်အထားနှင့်အတူ လျှောက်ထားရမည်။

၅။ မှတ်ပုံတင်လက်မှတ်ပျက်စီးလျှင် သို့မဟုတ် မထင်မရှားဖြစ်လျှင်၊ သို့မဟုတ် မှတ်ပုံတင်လက်မှတ်ပါ အချက်အလက်များပြောင်းလဲရန်လိုအပ်လျှင် ပြည်နယ် သို့မဟုတ် တိုင်းဦးစီးဌာနမှူးထံ မှတ်ပုံတင်လက်မှတ် နှင့် ပူးတွဲတင်ပြလျှောက်ထားရမည်။

၆။ ဤမှတ်ပုံတင်လက်မှတ်ကို စက်မှုလုပ်ငန်းနှင့်စပ်လျဉ်းသည့်ကိစ္စမှအပ မည်သည့်ကိစ္စတွင်မျှ အသုံးမပြုရ။

၇။ မှတ်ပုံတင်သက်တမ်းမကုန်ဆုံးမီ သက်တမ်းတိုးမြှင့်ပေးရန် လျှောက်ထားရာတွင် ဤမှတ်ပုံတင်လက်မှတ်ကိုပူးတွဲတင်ပြရမည်။

၈။ သက်တမ်းကုန်ဆုံးပြီး ရက်ပေါင်း (၆၀) အတွင်း သက်တမ်းတိုးမြှင့် လျှောက်ထားပါက သတ်မှတ်သည့် ဒဏ်ကြေးကို ပေးဆောင်ရမည်။

၉။ သက်တမ်းတိုးမြှင့်ရန် လျှောက်ထားခြင်းမရှိပါက မှတ်ပုံတင်ဖျက်ပြယ်ပြီးဖြစ်သည်။

မှတ်ပုံတင်သက်တမ်းတိုးမြှင့်ခြင်း

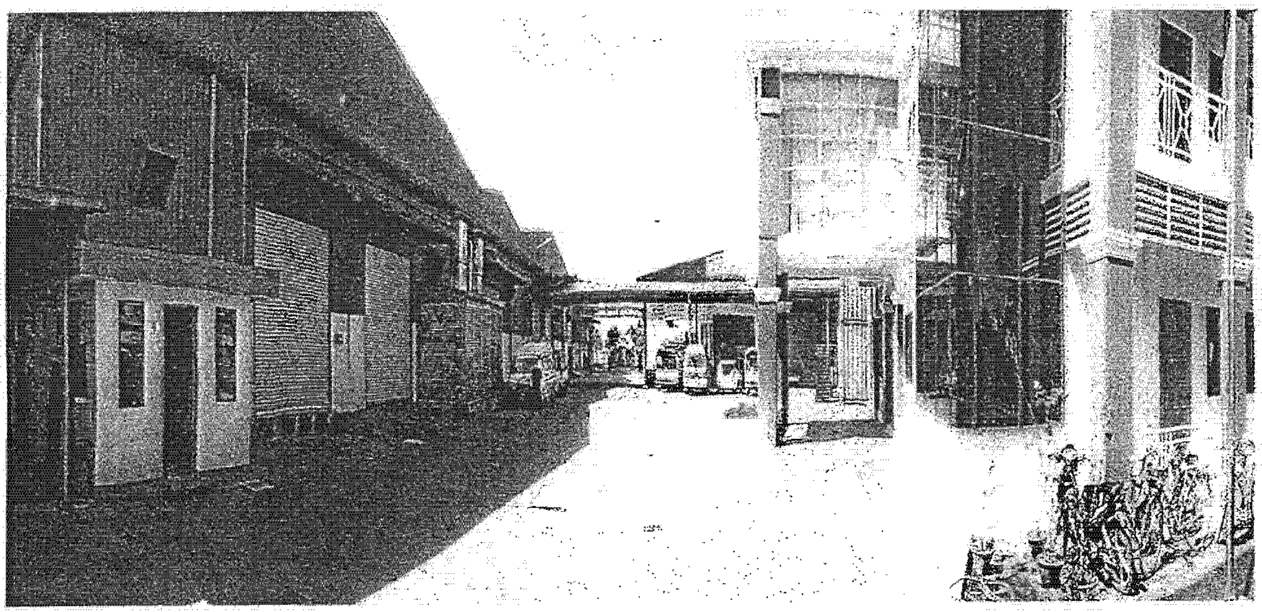
စဉ်	ရုံးအမှတ် / ရက်စွဲ	မှတ်ပုံတင်သက်တမ်း ကုန်ဆုံးမည့်နေ့ရက်	ခွင့်ပြုသူလက်မှတ်

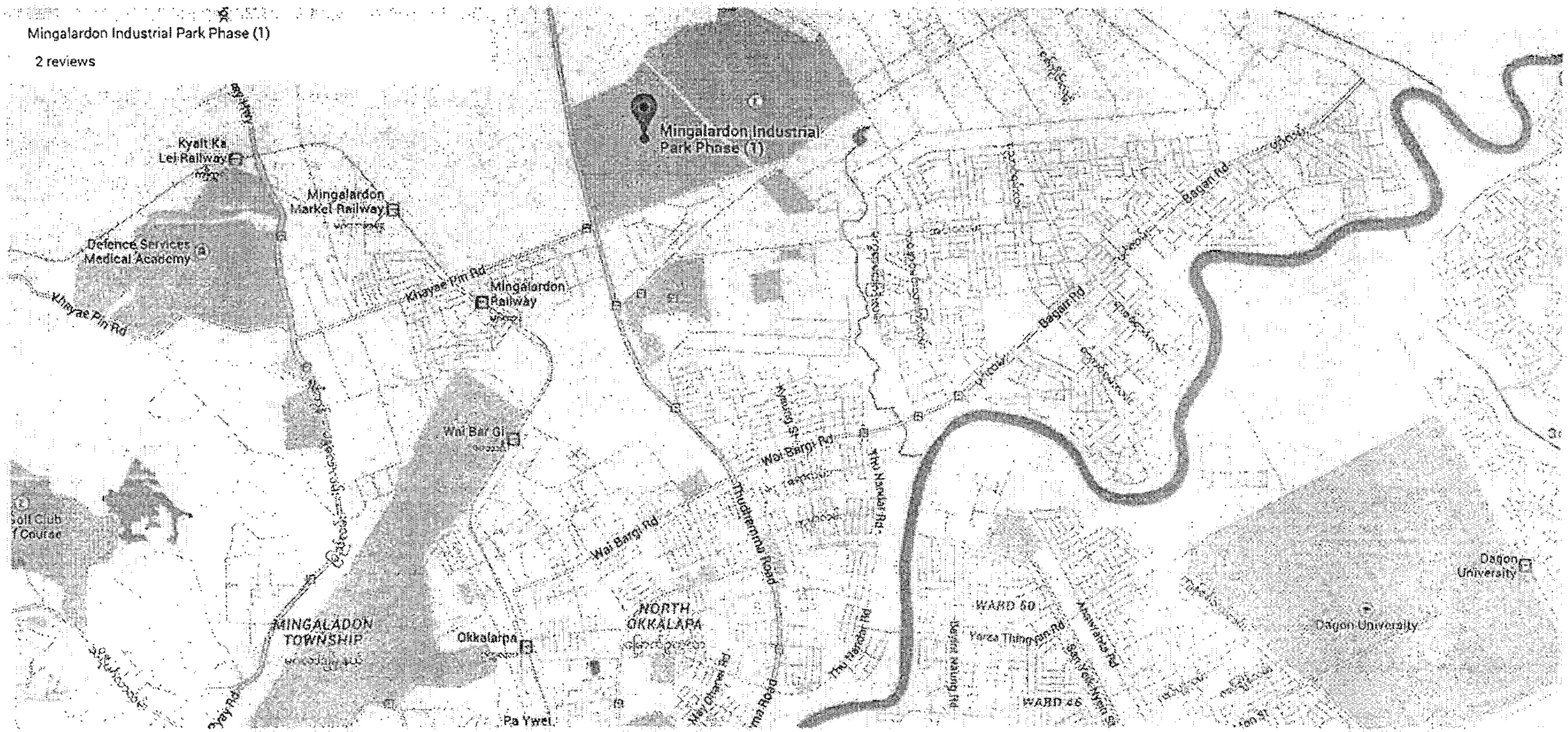
Annex 2

Lease Contract/Joint Venture Agreement

Annex 3
Photographs / Maps

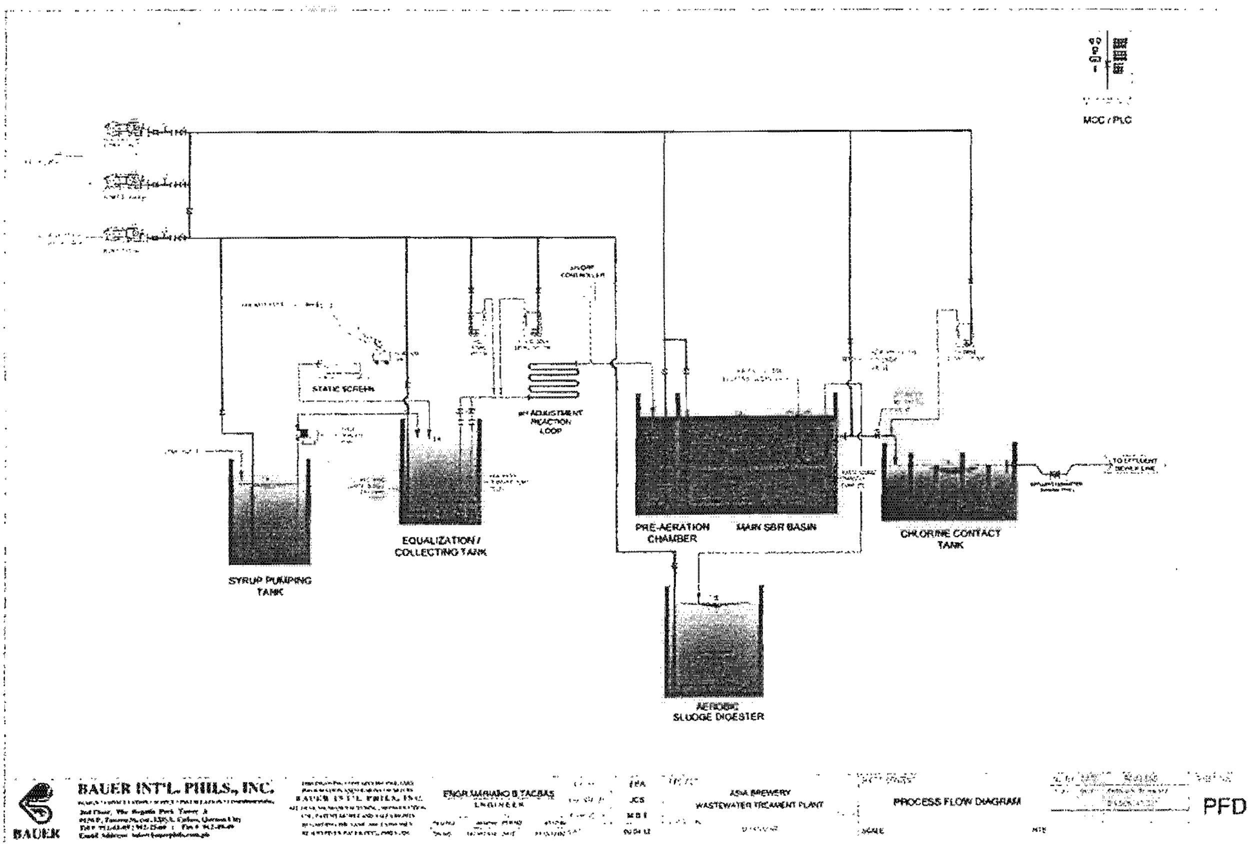
Figure 3.1: Processing Plant




Mingalardon Industrial Park Phase (1)
2 reviews
Mingalardon Industrial Park Phase (1)
Kyait Ka Lei Railway
Mingalardon Market Railway
Defence Services Medical Academy
Khayae Pin Rd
Mingalardon Railway
Wai Bar Gi
Golf Club Course
MINGALADON TOWNSHIP
Okkalarpa
Pa Ywet
Wai Bargi Rd
Thudhemma Road
NORTH OKKALAPA
Kyaung St
Thu Nandar Rd
Bagan Rd
WARD 50
WARD 46
Yarza Thingyan Rd
Beyint Naung Rd
Ahawlahta Rd
San Yeik Nyein St
Dagon University
Map data ©2014 Google 1 km

Annex 4

Wastewater Treatment Plant



Annex 5

Flow Charts/Engineering Plans

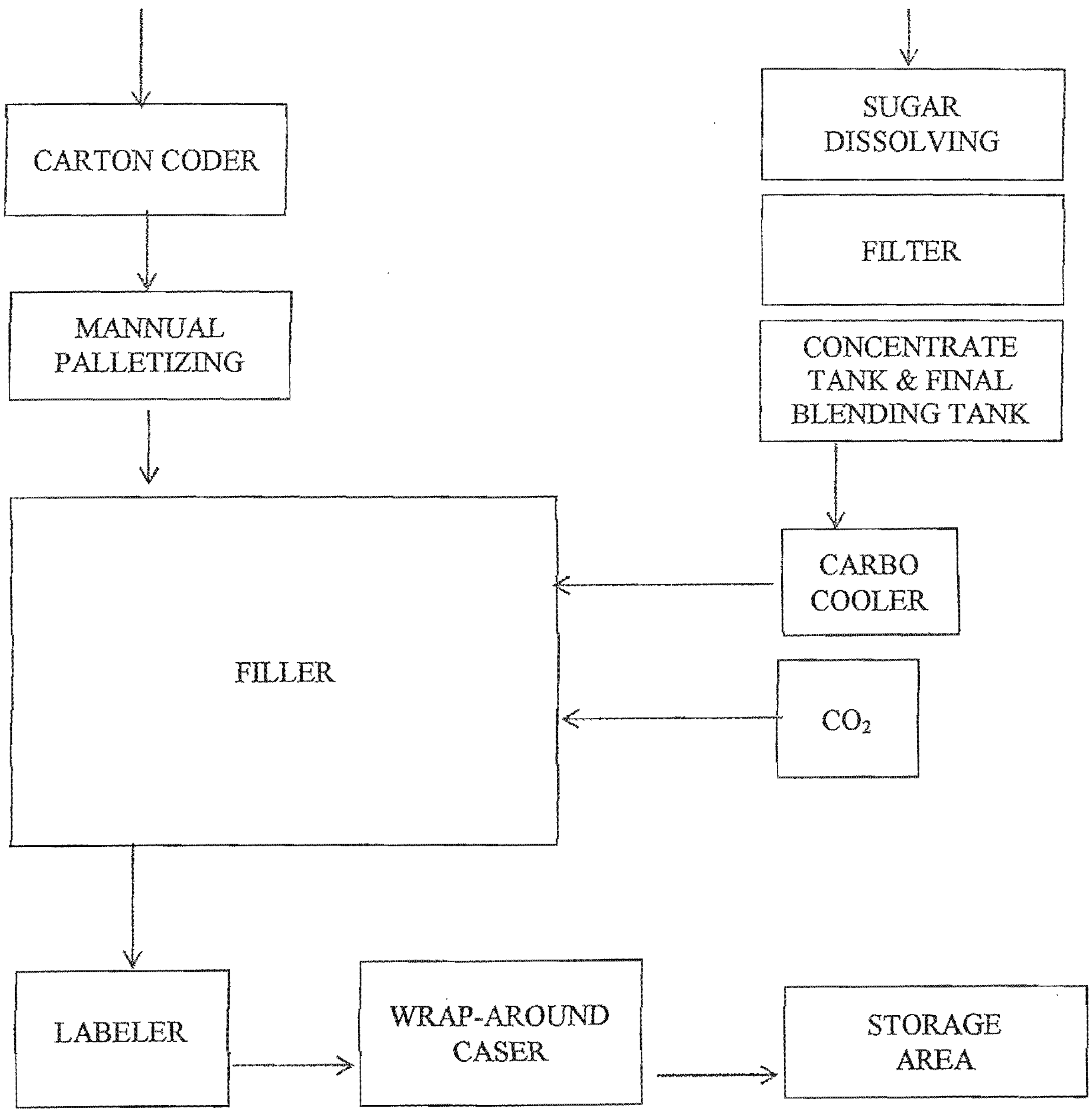


Fig. 5.1: Process Flow Chart
A. Beverage/Energy Drink

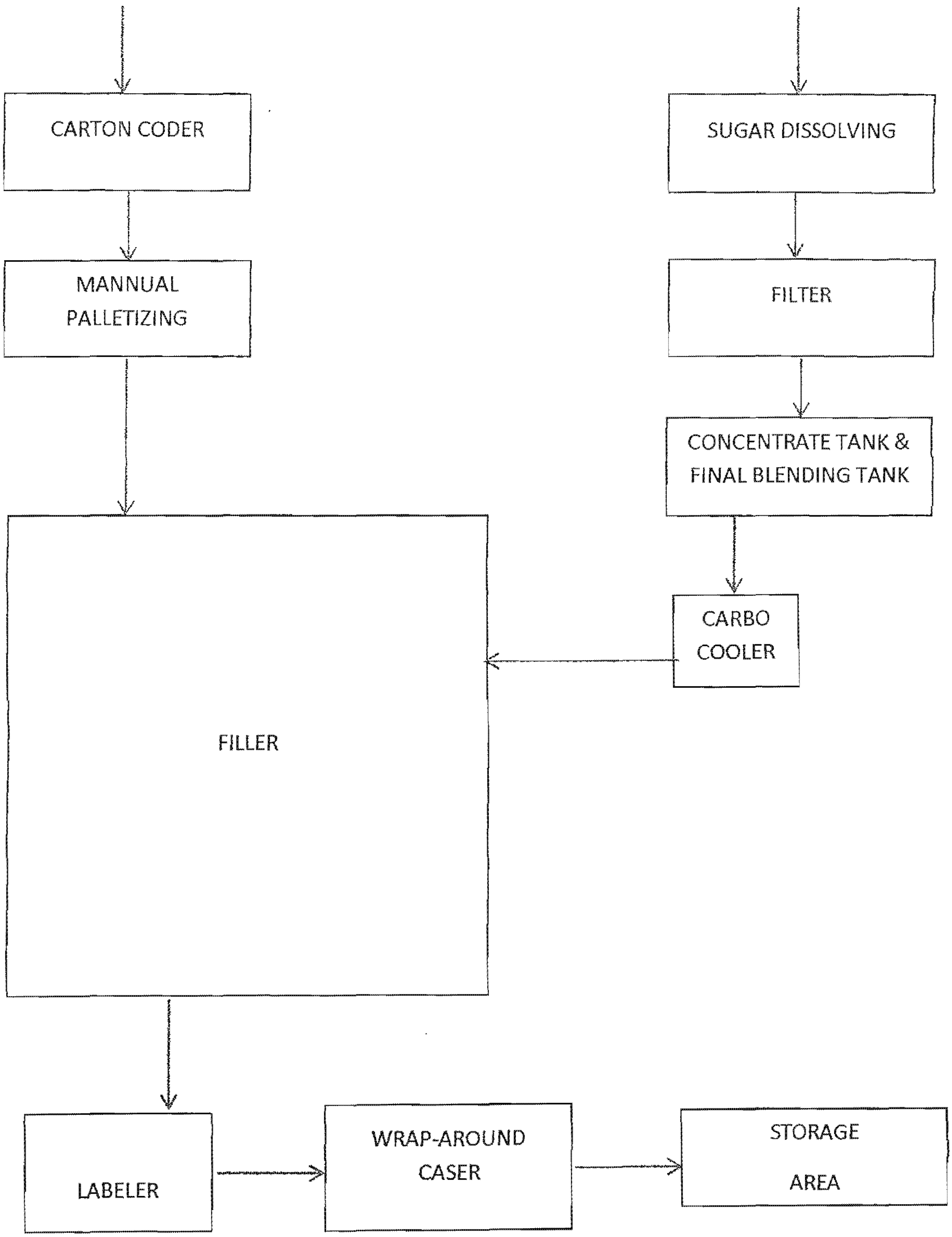


Fig. 5.1: Process Flow Chart

B. Fruit Juice

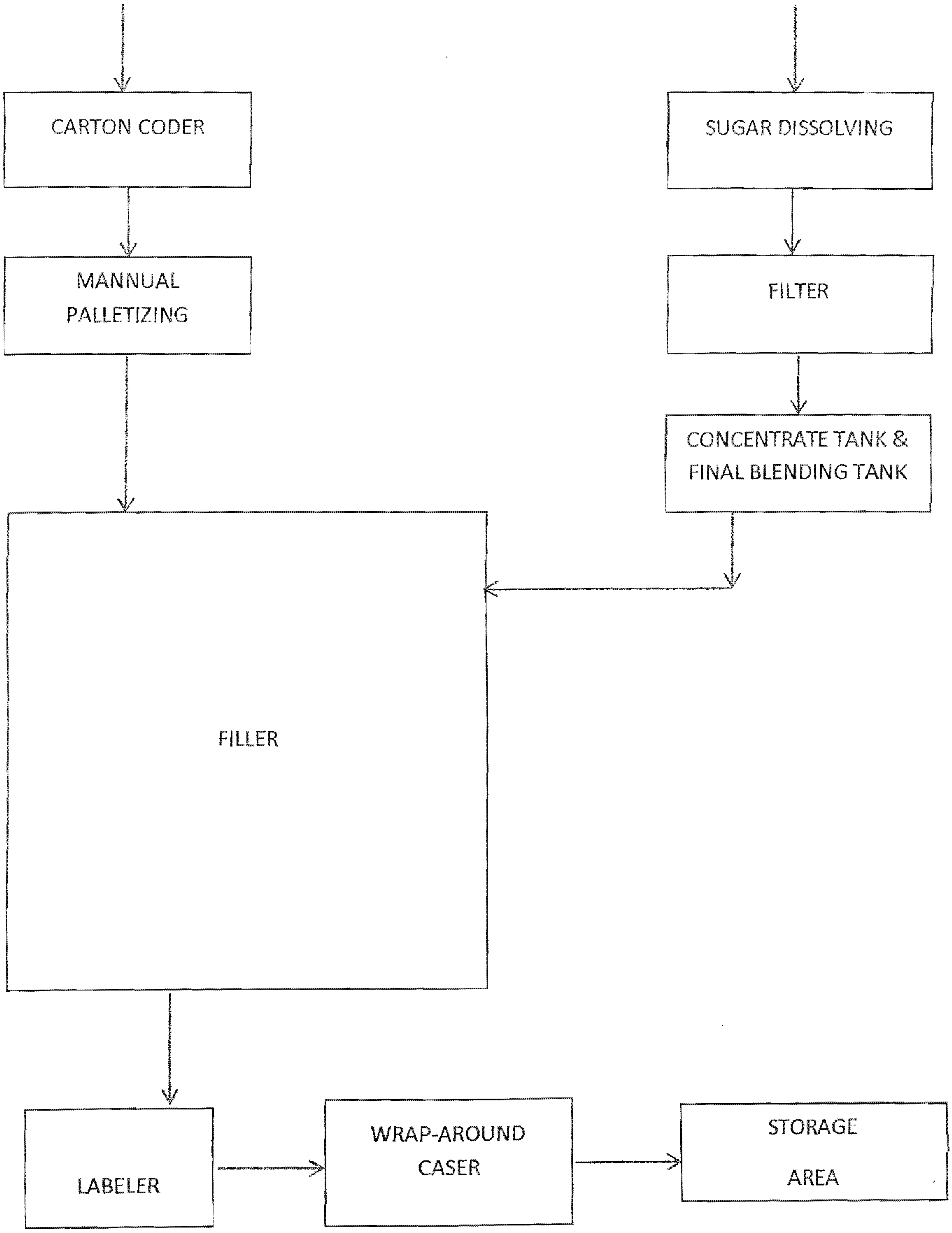


Fig. 5.1: Process Flow Chart

C. Tea

IN		→	PROCESS	→	OUT/PRODUCT	
SUGAR, KG	549.65				SUGAR, KG	522.17
WATER, L	2,655.00				WATER, L	2,522.24
RAW MATS, KG	22.24				RAW MATS, KG	21.13
ALUMINUM CANS, PCS	8,907.00				ALUMINUM CANS, PCS	8,640.00
CARTONS, PCS	372.00				CARTONS, PCS	360.00
CO2, L	120.58				CO2, L	78.37

↓

LOSSES		
	Amount	%
SUGAR, KG	27.48	5.00
WATER, L	132.75	5.00
RAW MATS, KG	1.12	5.02
ALUMINUM CANS, PCS	267.00	3.00
CO2, L	42.20	35.00
CARTONS, PCS	12.00	3.23

Fig. 5.2 MATERIAL BALANCE

ENERGY DRINK

1,000 Liters of Final Syrup

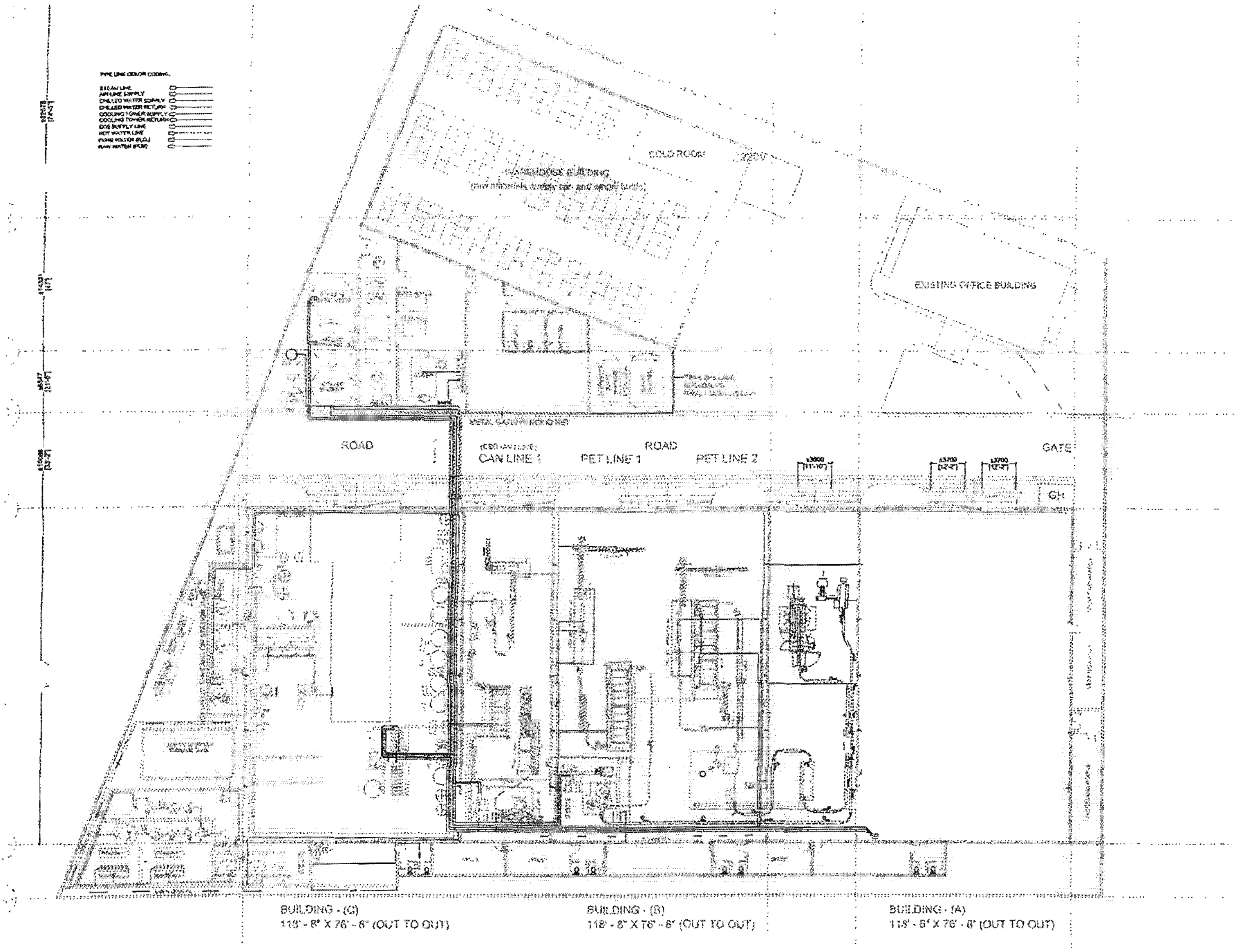


Figure 5.3 Plant Layout / Drainage Plan of Manufacturing Premises

Annex 6

Manpower

(a) Local personnel required:

	Type of personnel	Salary Range (USD)	Number of local personnel				
			Year 1	Year 2	Year 3	Year 4	Year 5
1	Chief Accountant	600 - 1,000	1	1	1	1	1
2	Senior Accountant	300 - 600	1	1	1	2	2
3	Jr. Accountant	150 - 300	1	1	1	2	2
4	HR / Admin Manager	400 - 650	1	1	1	1	1
5	HR / Admin Supervisor	150 - 400	1	1	1	2	2
6	HR / Admin Staff	120 - 200	2	2	2	6	6
7	Drivers	120 - 150	4	4	4	6	6
8	Security	120 - 150	10	10	10	20	20
9	Purchasing & Logistics Manager	400 - 800	1	1	1	1	1
10	Purchasing Supervisor	150 - 400	1	1	1	2	2
11	Purchasing Staff	120 - 200	2	2	2	3	3
12	Warehouse Supervisor	150 - 400	1	1	1	2	2
13	Plant Manager	700 - 1,000					
14	Production Manager	700 - 1,000					
15	Production Deputy Manager	450 - 700	1	1	1	1	1
16	Production Supervisors	250 - 450	4	4	4	8	8
17	Maintenance Manager	600 - 1,000					
18	Senior Engineer	600 - 800	2	2	2	4	4
19	Jr. Engineers	400 - 600	6	6	6	10	10
20	Technicians	150 - 300	2	2	2	4	4
21	Equipment operators	120 - 200	24	24	24	40	40
22	Helpers	100 - 150	40	40	40	80	80
23	QC Manager	700 - 1,000					
24	QC Deputy Manager	450 - 700	1	1	1	1	1
25	Senior Analyst	250 - 450	2	2	2	4	4
26	Jr. Analyst	150 - 250	8	8	8	16	16
27	QSC Manager	400 - 650				1	1
28	Document controller	150 - 250	1	1	1	2	2
29	Training Officer	150 - 250	1	1	1	2	2

	Type of personnel	Accompanying family members	Number of foreign personnel				
			Year 1	Year 2	Year 3	Year 4	Year 5
1.	Plant Manager	0	1	1	1	1	1
2.	Production Manager	0	1	1	1	1	1
3.	QC Manager	0	1	1	1	1	1
4.	QSC Manager	0	1	1	1		
5.	Maintenance Manager	0	1	1	1	1	1
6	Engineers	0	5	5	5	8	8

Annex 7

Emergency & Contingency Plan

A. PURPOSE: To establish a documented procedure in identifying potential and actual emergency situations that can have an impact on the environment and how the company should respond on such situation/s.

B. SCOPE: This procedure covers the entire premises including guardhouse, and if applicable, staff houses, dormitory, inside and outside of the building/s.

C. DEFINITION: Emergency Response Team (ERT) – team or group composed of the company employees trained to handle different types of emergencies or accidents.

D. RESPONSIBILITY:

1. **ERT Chairman / Administrative Manager**
   - Reviews and approves policies and procedures and monitors compliance to all emergency precautions and measures.
   - Directs the accident prevention efforts of the company in accordance with the safety programs, safety performance and government regulations in order to prevent accidents from occurring in the workplace.

2. **Safety Officer (ERT Leader) / PCO**
   - Conducts regular meetings at least once every three months. Special meetings may be called as needed.
   - Evaluates and submits report of inspection, accident investigation, implementation of program and corrective action.
   - Coordinates and supervises safety training of the employees.
   - Leads and directs the entire operations of the ERT in time of emergencies, training and contingencies.
   - Ensures that emergency preparedness and activities are properly disseminated and implemented.
   - Organize an effective ERT Team.
   - Reviews inspection of the fire exits, fire alarm and control, placement of fire extinguishers and other related equipment and submits corrective measures to the Administrative Manager or to the top management.
   - Initiates fire drills and education campaign for prevention to popularize the procedures and create awareness among employees and neighboring areas.

3. **Fire Marshall**
   - Prepare and implement Fire Safety Plan.
   - Organize the Fire Brigade.
   - Provide equipment, tools, appliances and materials needed by the Fire Brigade.
   - Conducts fire & evacuation drills.
   - Supervises, provides for and coordinate Fire Brigade personnel during emergencies & fire drills.

4. **Deputy Fire Marshall**
   - Assists the Fire Marshall in all activities of the Fire Brigade.
   - Take over the duties of the Fire Marshall in the latter's absence.

5. **Command Post Chief**
   - Organizes and supervise the traffic team and communication personnel, and train them when necessary.
   - Notifies the Fire Department of any incidence of fire in the absence of communication / telephone operator.
   - Receives and transmits messages, orders and information during the period of emergency.

6. **Communication / Telephone Operator**
   - Notifies the government institution concerned of the incidence of emergency when ordered by the authorized ERT Officer or the Command Post Chief.
   - Raises the alarm in the areas concerned in support of the alarm system.

7. **Security and Traffic**

- Clear the street or passageway for the eventual use of evacuating personnel.
- Clear the street or passageway of any parked vehicles or any obstruction for easy access of arriving fire units.
- Isolate and secure the emergency / fire area.
- Allow only emergency vehicles and authorized personnel in the area.

8. **First Aider**
   - Know the techniques in administering first aid.
   - Administers first aid on victims / injured persons.
   - Accompany victim to the nearest clinic or hospital.

9. **Evacuation Team Captain (Fire, Earthquake, Typhoon, Bomb Threat, Hazwaste Spill)**
   - Acquaint members of the Emergency Safety Procedures (ESP)
   - Directs the evacuation of all occupants not involved in the ERT activities. These include isitors, clients, suppliers, contractors or other persons transacting business with the company.
   - Take charge in the formation and point to them the evacuation area for head count and see to it that the members of their squad form in line quickly.
   - May assist the rescue team leader and members in the evacuation of victim/s and bring them to the first aider for immediate medical attention.
   - Supervise and coordinate the team under his command during emergency situations.

10. **Rescue & Salvage Team Leader**
    - Assists the evacuation team captain in the training of memebers.
    - Supervise the effective rescue and salvage operations.

11. **Rescue Team Members**
    - Execute / effect rescue operations when so ordered by the team leader.
    - Take rescued victim to the first aid station for treatment / check up.
    - Use the fastest means to rescue the victims such as blanket dragging, foot dragging, shirt dragging or any means to remove the person from the fire scene.

12. **Evacuation Team Leader**
    - Takes charge of the evacuation of occupants in his area of responsibility.

13. **Evacuation Team Guide**
    - Leads the evacuees to exits and stairways and achieve an orderly, swift and safe evacuation under proper discipline.
    - Ensures effective use of all available exits during fire or fire drills.
    - Prevents panic and confusion, injury or loss of life during fire or fire drills.
    - Notifies the supervisors upon reaching the assembly or safe zone area for accounting of the employees.

14. **Fire-Fighting Team Leader**
    - Directs & coordinates the activities of the fire-fighting team.
    - Evaluates the existing methods and plans and submits recommendations to the Fire Brigade Chairman.

15. **Fire Extinguisher & Fire Hose Team Leaders**
    - Assists the evacuation Team Captain in the training of the members.
    - Supervise the respective teams in the control and extinguishing of fires during actual fires and during fire drills.

16. **Fire Extinguishing Team Members**
    - Should know how to operate tools, appliances and equipment available during the emergency.
    - Should know the different types of fire extinguishers and their use.
    - How to classify the fire and proper application of extinguishing agents.
    - Should be acquainted with the exact location of fire extinguishers, fire hose, tools and other equipment.

- Report to the team captain or safety officer the extinguishers for refilling and / or defective apparatus.
- Attempt to extinguish small fires until the arrival of the government firemen.

17. **Searchers**
    - Report to and follow the instructions of the ERT OIC or the safety officer.
    - See to it that the alarm system has sounded and make sure that personnel movement is properly executed.
    - Make suggestions or changes in the assignment of exits, when necessary.
    - Look for hysterical, injured or incapacitated persons and inform the Chief Command Post or safety officer, then proceed to the assembly area and assist in the head count to make sure that no one else is missing.
    - Visits the comfort rooms and any rooms where there may be employees who cannot hear the alarm system or are not aware of the emergency.

18. **Hazwaste / Oil Spill Members**
    - Follow the instruction of the hazwaste / oil spill team captain or leader
    - Assist the team captain in case of emergencies.

E. PROCEDURES:

1. **ERT Training**

All employees shall be trained and oriented on the emergency response including evacuation.

2. **Potential Emergency Situation**
    - Potential emergency or accident situation in the company must be identified.
        - o Potential for fire.
        - o Potential for typhoon
        - o Potential for earthquake
        - o Potential for hazwaste / oil spills

3. **For the identified potential emergency situation, the following must be undertaken:**
    - Create an ERT team.
    - Inventory of internal capability.
    - Develop maintenance schedule of emergency equipment
    - Identify the training needed
    - Define emergency organizations with a list of contact persons and corresponding numbers.
    - Define procedure & emergency plan.
    - Conduct training and testing of procedures for effectiveness.
    - Provide emergency kits with operational equipment and available supplies at all times.
    - Review procedures at least 2x/year and when needed especially after the occurrence of an emergency or accident/s, to check if it still needs improvement.

4. **Emergency Response Team**
    - ERT's are the first line defense on emergencies. Before assigning personnel to these teams, the administrative manager must make sure that the employees are physically capable of performing the duties that may be assigned to them.
    - Depending on the size of the plant, there may be one or several teams trained for the following areas:
        - o Use of various types of fire extinguishers.
        - o First aid including Cardio-Pulmonary Resuscitation (CPR)
        - o Evacuation procedures.

5. **Emergency Kits**

- The location of emergency kits and equipment, and all exits must be marked in the building floor plans and placed in conspicuous places and should be known by all employees.
- They should have operational equipment and available supplies at all times.
- They should be inspected and tested monthly.
- There should be a written and signed reports, a Masterlist for Emergency, after inspection testing. This Masterlist for emergency must approved by the ERT team leader.

F. PREPAREDNESS & RESPONSE

1. **Fire Prevention and Control**
   - Safety inspection must be done regularly, especially on areas with potential for fire.
   - All employees must follow the safety rules & regulations and must report conditions and practices to their supervisor.
   - Proper action should be carried out by concerned department and top management on the audited items.

a) **Fire-Fighting / Detection Facilities**
   - Fire hose should be inspected once a month and shall be tested at least every 4 months and thoroughly drained and dried after each use. A fire hose pipe is categorized as Dry Stand pipe, wherein there is no water pressure but can be connected to a fire hydrant by using a double-jacketed hose.
   - Fire alarm system should be checked and inspected at least 2x a year.
   - Water supply should be adequate and capable of supplying all fire-fighting systems at the same time.
   - There should be enough emergency lights at the appropriate areas that will automatically activate upon power failure and should last for at least 20 minutes to provide sufficient illumination for safe exiting. These lights should be checked once a month for monitoring and maintenance.
   - All inspection must be reported and written in the Masterlist for Emergency.
   - Detection of ELECTRICAL SPARKS:
     Immediately look for the source or origin of the spark and report the incident to your direct superior or any ERT member.
     - For equipment, immediate shut-off is required then call admin for appropriate action.
     - For large-scale electrical sparks, the appropriate circuit breakers must be put off by ERT or any authorized personnel.

b) **Other Plans**
   - All emergency phone numbers should be identified, listed in Emergency signal and communication flow and posted.
   - A chain of command should be established to avoid confusion.
   - The assembly area should be established at a safe distance from the fire hazard /critical areas and clear of vehicular traffic and other activities.
   - The alarm system should be clearly established and recognized by the employees during emergency conditions.
   - Fire drills / emergency evacuation drills should be exercised to ensure employees are knowledgeable and trained on emergency plans. This should be conducted 2x a year.
   - Evacuation drill report form should be accomplished after it has been executed.
   - Implement 'no smoking' regulation within the manufacturing plant.

d) **Employees / Individual Awareness**
   - All employees must learn the building's existing system. They should receive a guided tour of evacuation routes and emergency exits during orientation.
   - Know at least 2 exits routes from their work place, and fire alarm systems and how to use them.
   - Operators must know the specific procedures when an emergency arises.

- During the 1st initial outbreak, the nearest capable person must activate the manual fire alarm. He must then report the fire location to his immediate supervisor and/or coordinate with the ERT.
- Following the communication flow, call the emergency hotlines when possible, including the guard house, lobby area or admin. office. If trained, use the nearby fire extinguisher if practicable to do so.
- Once the emergency alarm is sounded, all must stop working, switch off and unplug all equipment within the area and must not panic. Then must wait for the evacuation instructions.
- Assist people who are mobility impaired or pregnant women.
- Do not return to your work area when an emergency is announced and should proceed to the assembly area. In case of heavy smoke, proceed to the evacuation area by crawling. If someone is trapped, notify the 1st fireman to arrive.
- Return to work only after the official instruction is announced.

2. Potential for Typhoon

The company should make sure that there are supplies of new batteries and flashlights. The company should also make sure that all employees attends the practice drills.

a) During the Typhoon

- Employees are advised to stay at home and listen to local radio or TV for advice.
- Call the company to check for regular work or work suspension. The company can declare work suspension on a case-to-case basis.
- When typhoon occurs later in the day during working hours:
    - Use your phones only for emergency purposes.
    - Only call emergency hotlines if you actually need assistance.
    - Do not enter restricted areas.
    - Stay calm.
    - If evacuation is needed, disconnect electrical equipment and shut off electrical circuits at the fuse panel when advised by ERT or company authorities.

b) After the Typhoon

- For non- ERT employees, follow instructions 'During the Typhoon'.
- All ERT members;
- Check for injuries. Apply first aid. Do not move seriously-injured persons unless they're in immediate danger.
- Put on hard-soled shoes and work gloves to protect yourself from debris.
- Look for hazards. Check for gas and water leaks, damaged electrical wiring, broken glass.
- Use flashlights, NOT lanterns, matches, candles. Flammables may be present.
- Check building for damages and unsafe structural hazards, don't go if unsafe.
- Assess emergency supplies, food & water, and determine priority needs.
- Avoid downed power lines and broken gas lines. Report these immediately.

c) Preventive Action Plan

- Prepare and assemble emergency supply kit.
- Learn how to shut off utilities supplies.
- Take CPR and first aid classes.
- Identify special needs (medical & disabilities).
- Have a safety meeting at least 2x a year.
- Assess insurance coverage of employees.
- Keep important documents in safe-deposit box.

3. Potential for Earthquake

- Develop a habit of learning the floor plan and paths to take during emergencies when you enter a building.

a) During an Earthquake

- Don't panic & don't react. Immediately go under a table or door jambs to prevent possible injuries.
- Stay away from filing cabinets, overhead fixtures, glass windows.
- Stay put until the tremor stops. Asses the surroundings and check for materials that would likely fall.
- In case you are alone in a place, shout and call for help while trying to exit.
- When announced, execute evacuation procedure in a safe and orderly manner as per ERT.
- Cover your head when possible.
- Return to work only after official announcement.
- Earthquake evacuation drill must be done 2x a year and earthquake evacuation drill forms must be filled up and submitted.

4. Potential for Hazwate / Oil Spills

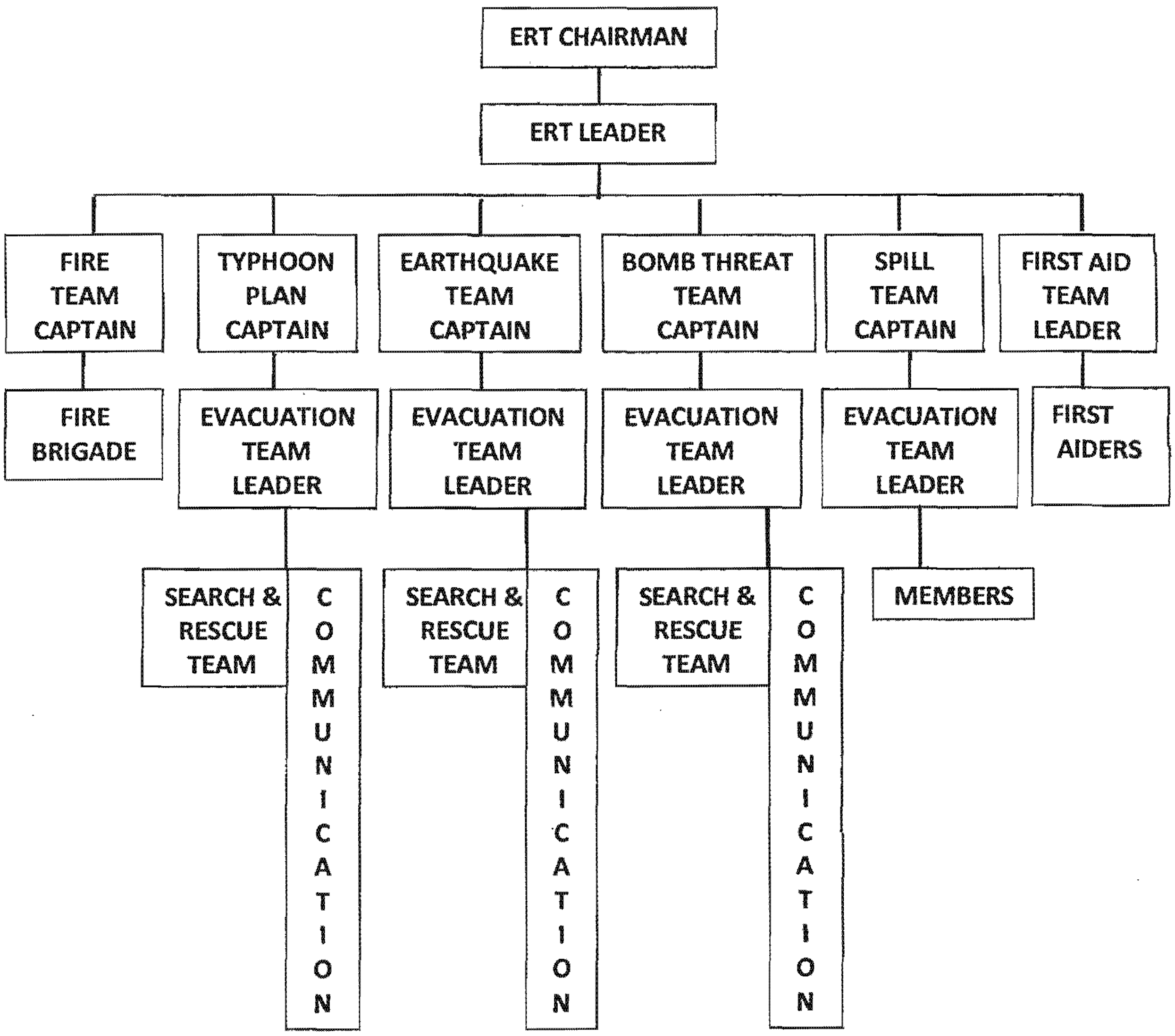
a) Control
- Spill drills must be done at least once a year.
- There should be an Spill Kit where oils are present such as parking areas, docking areas, equipment maintenance / motor pool areas, and when applicable the hazwaste (e.g. used motor oil) containment area. The ERT shall also act as the Spill Team.
- Guideline for Spill Response:
  - Know the location, quantity or volume of spill.
  - Use the proper Personal Protective Equipment (PPE).
  - Always bring back-up fire extinguisher in addition to the Spill Kit.
  - First aider must be alerted to stand by in the area.
  - Check if there is any person/s involved then isolate the area.
  - Control the source, contain the liquid by damming or absorbing, with sand or rugs, when appropriate. Place the spill residues in designated drums with proper hazwaste labels.
  - Analyze the area to ensure proper decontamination has taken place. Examine the area for damage.
  - Oil spill supplies should be replaced and all damaged or used equipment be replaced or refilled.
  - When all is clear, an official announcement should be made to reopen the area for normal operations.
  - A Spill report form should be accomplished by team captain after it has been executed.

5. Potential for Bomb Threat
- All bomb threats must be considered as serious, and must be considered real until proven otherwise.
- Procedure:
  - Building evacuation must be made by proper authorities.
  - Do not touch or remove objects or any suspicious-looking items, like no return address or excessive postage, stains, strange odor, strange sounds.
  - Inform management & call proper authorities. Be sure to include location and appearance of the object when reporting.
  - Do not use two-way radios, cell phones. Their signals have the potential to detonate or trigger the bomb.
  - Clear the area and follow emergency communication flow. Wait for ERT before evacuation of building.
  - Do not activate the fire alarm.
- When receiving a bomb threat call, you should ask the caller questions and record the answers:
  - Where is it.
  - What type of bomb.
  - When is it going to explode.
  - What does it look like.
  - Why did you place the bomb.

- Try to determine the following information:
  - ✓ Time of call
  - ✓ Age and sex of caller
  - ✓ Speech pattern, possibly nationality
  - ✓ Emotional state of caller
  - ✓ Background noise

- The company should conduct bomb threat seminar or awareness training at least once a year.

G. ORGANIZATIONAL CHART



Annex 8

Waste Management & Disposal Plan

PURPOSE

A system for plant and office wastage shall be established and maintained to ensure proper segregation, containment and disposal.

SCOPE

These shall cover all office and production wastage like packing materials such as caps, cartons, bottles, cans and labels.

PROCEDURES

- All wastes shall be properly segregated as to non-biodegradable, biodegradable, recyclable and hazwaste.
- A Material Recovery Facility (MRF) must be provided for the whole plant and offices for the non-biodegradable, biodegradable and recyclable waste, placed in properly-labeled containers for disposal.
- Biodegradable wastes are mostly kitchen/food scraps and wet paper and cartons, leaves and weeds. Food / kitchen scraps must be disposed properly by the canteen concessionaire.
- Non-biodegradable wastes are plastic wrappers, dry waste paper, dry wood, etc.
- Recyclables are dry cartons, plastic bottles, cans and caps.
- Breakages shall also be placed in separate containers. Production breakages shall be culletized, placed in sacks / plastic and closed or sealed before dumping to the MRF. Trade breakages shall retain its packaging, marked as "trade breakages" and returned to the warehouse for proper disposal.
- Hazwaste, if any, shall be placed in properly-labeled drums and placed in a containment area with bund walls. These are used motor oil from maintenance of vehicles and equipment, and used vehicle batteries.
- Provide each work area with properly-labeled 'trash cans' to be collected by the Scrap Material Personnel and brought to the MRF for disposal by the Ground Maintenance Crew.
- Department supervisors/ foremen shall be responsible for the proper segregation and collection of plant & office wastes.
- The Ground Maintenance Crew shall be responsible for waste disposal other than hazwaste.
- The company Pollution Control Officer (PCO) shall be responsible for hazwaste disposal.

Annex Q

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs,

RESERVE FUND FOR SOCIAL WELFARE AND DEVELOPMENT ACTIVITIES

This is in regard to our application to establish Asia Pacific Beverages Myanmar Company Limited (the “**Company**”). The Company intends to engage in the manufacture, marketing, sales and distribution of non-alcoholic ready-to-drink and powdered mix beverage products in Myanmar (the “**Project**”).

In relation to our proposed Project, and upon attainment of profitability for the Project, the Company hereby undertakes to contribute, in cash or in kind, approximately 2% of its net profit (after applicable taxes) to assist in the social welfare and development activities of Myanmar.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

(signed)
Enrique Santos Martinez
Promoter

Proposed Corporate Social Responsibility Projects
of Asia Pacific Beverages Myanmar Company Limited

Asia Pacific Beverages Myanmar is committed to cause positive change not only in the economic infrastructure of Myanmar but also through engaging in social and development activities. The Company envisions that assistance through education is a key factor in solving social problems and creating positive change. Providing more educational opportunities to deserving children is a stepping-stone to enhancing the skill sets of the work force in Myanmar. This will redound to the economic growth of the nation.

The Company intends to utilize 2% of its net profit (after applicable taxes) to provide financial assistance and/or scholarships to deserving Myanmar students in order to fund their schooling in accredited Myanmar schools or universities. The principal criteria for the grant/scholarship will be financial need. In order to ensure that the grant/scholarship is awarded to the most deserving students, the Company will establish specific criteria once the funds for the activities are available. The Company will also ensure sufficient publicity and transparent criteria for the selection of the deserving Myanmar students.

Annex R

Date:

To

Chairman
Myanmar Investment Commission
Office No. 32 Nay Pyi Taw
The Republic of the Union of Myanmar

Dear Sirs,

FIRE PROTECTION AND EMERGENCY PLAN

This is in regard to our application to establish Asia Pacific Beverages Myanmar Company Limited (the "**Company**"). The Company intends to engage in the manufacture, marketing, sales and distribution of non-alcoholic ready-to-drink and powdered mix beverage products in Myanmar (the "**Project**").

In relation to the proposed Project, the Company will establish an emergency response team which will be trained to handle different types of emergencies or accidents as part of its contingency plan. The emergency response team, which will be composed of the Company's employees, shall be trained in the following areas: (a) use of various types of fire extinguishers; (b) first aid including cardio-pulmonary resuscitation ("CPR"); and (c) evacuation procedures.

The Company also intends to: (a) develop a procedure and emergency plan; (b) develop a maintenance schedule of its emergency equipment; (c) conduct training and testing of emergency procedures to ensure effectiveness; (d) provide emergency kits with operational equipment and available supplies; and (e) review procedures at least twice a year when needed especially after the occurrence of emergency or accidents to check if the procedures need improvement.

In addition to fire prevention and control, the Company shall provide procedures for other types of emergency situations such as but not limited to typhoon, earthquake, oil spills, bomb threats, among others.

Attached for your reference, is the Company's proposed emergency and contingency safety plan.

Sincerely,
For and on behalf of Asia Pacific Beverages Myanmar Company Limited

(signed)
Enrique Santos Martinez
Promoter

Declaration of Ownership of Trademark

I, Charlene M. Gehrken, Assistant Secretary of Sunkist Growers, Inc., a corporation organized and existing under the laws of the State of California, United States of America, and having a registered office at 14130 Riverside Drive, Sherman Oaks, California 91423, United States of America, (hereinafter called the "Company") hereby declare that:

1. The Company is the owner and sole proprietor of the following trademark, referred to as Sunkist and Device (or SUNKIST Fanciful and Design):

2. The said trademark consists of:

the brand name, "SUNKIST" in Fanciful Script, displayed at either a 30° or 60° angle from horizontal, appearing before a clockwise swirled liquid splash design from which emanates six (6) droplets--three above and three below the brand name.

3. The said trademark is used in respect of:

Essential oils; vitamins and nutritional supplements; agricultural and horticultural machines and apparatus for harvesting, handling, sorting, grading, packing and labeling fruit; fruit and vegetable juices (not used as beverages); preserved, canned, dried and cooked fruits and vegetables; dehydrated fruit snacks; processed nuts; fruit and vegetable extracts; jams, marmalades, fruit and vegetable preserves; jellies; pectin and preparations containing pectin for food; edible oils and fats; flavorings (other than essential oils); non-medicated confectionery and fillings therefor; chocolates; ice-creams, water ices and frozen confections; candy; dry mixes for making muffins; muffins; biscuits, brownie mixes; cakes, frostings, frosting mixes, pastries, pastry fillings; flour, cereals and cereal preparations, all for food; breakfast bars; cereal-based food bars and snack foods; grain-based food bars and snack foods; granola based food bars and snack foods; condiments, vinegar, sauces, spices, marinades, syrups for food; fresh fruit; fresh cut fruit; fresh vegetables; fresh cut vegetables; and unprocessed nuts; non-alcoholic drinks and preparations for making such drinks; fruit-flavored powdered mixes for making beverages; fruit juices; syrups

4. The Company claims the right of exclusive use of the said trademark in the Union of Myanmar.

DECLARED at Sherman Oaks, California, United States of America, on the 25th day of November, 2003.

By :

Charlene M. Gehrken
Assistant Secretary

IN THE PRESENCE OF:

Terry Kiel

Mary Galindo

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On Nov. 25, 2003 (Date) before me, Sylvia Ford, Notary (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Charlene M. Gehrken (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

SYLVIA FORD
Commission # 1417913
Notary Public - California
Los Angeles County
My Comm. Expires May 15, 2007

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sylvia Ford
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Ownership of Trademark

Document Date: Nov. 25, 2003 Number of Pages: 2

Signer(s) Other Than Named Above: Terry Kiel and Mary Galindo

Capacity(ies) Claimed by Signer

Signer's Name: Charlene M. Gehrken

☑ Individual
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: Asst. Secretary

Signer Is Representing: Sunkist Growers Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ကတင်သွင်းသည်။

လက်ထောက်ညွှန်ကြားရေးမှူး

ရန်ကုန်မြို့

Name : U Soe Phone Myint
N.R.C No : TTN 164807
Address : 665, 9th Street, Thirimyaing, Okkyin, 13 Ward, Hlaing Township, Yangon.

Name : U Soe Phone Myint
N.R.C No : TTN 164807
Address : 665, 9th Street, Thirimyaing, Okkyin, 13 Ward, Hlaing Township, Yangon.

By the power of attorney with the legalization No. 231/2003 dated December 9, 2003 at the Embassy of the Union of Myanmar, Washington D.C, U.S.A.

တွက်မှန်ကြောင်း ထွက်ဆိုသည်။

Witness

Name : Daw Kay Khine Aung
NRC No : 12/Ah Sa Na (Naing) 014648
Address : No. 9, Staff Qtr, National Theatre Compound, Myoma Kyaung Road, Dagon Township, Yangon.

လက်ထောက်ညွှန်ကြားရေးမှူး

ရန်ကုန်မြို့

Witness

Name : U Sein Hlaing
NRC No : ISN- 200678
Address : No. (14), Bank Road, Amudan Qtr, Thanlyin Township, Yangon.

လက်ထောက်ညွှန်ကြားရေးမှူး

Trademark Caution

Sunkist Growers, Inc., a corporation organized and existing under the laws of the State of California, United States of America, and having a registered office at 14130 Riverside Drive, Sherman Oaks, California 91423, United States of America ("the Company") hereby declares that the Company is the Owner and Sole Proprietor of the following Trademarks:-

SUNKIST

(Reg. No. 4/ 1991/ 1999)
(Reg. No. 4/ 182/ 2004)

(Reg. No. 4/ 183/ 2004)(Orange Symbol)

(Reg. No. 4/ 184/ 2004)

The above trademarks are used in respect of:
"Essential oils" in ***International Class 3.***
"Vitamins and nutritional supplements" in ***International Class 5.***
"Agricultural and horticultural machines and apparatus for harvesting, handling, sorting, grading, packing and labeling fruit" in ***International Class 7.***
"Fruit and vegetable juices (not used as beverages); preserved, canned, dried and cooked fruits and vegetables; dehydrated fruit snacks; processed nuts; fruit and vegetable extracts; jams, marmalades, fruit and vegetable preserves; jellies; pectin and preparations containing pectin for food; edible oils and fats" in ***International Class 29.***
"Flavorings (other than essential oils); non-medicated confectionery and fillings therefor; chocolates; ice-creams, water ices and frozen confections; candy; dry mixes for making muffins; muffins; biscuits, brownie mixes; cakes, frostings, frosting mixes, pastries, pastry fillings; flour, cereals and cereal preparations, all for food; breakfast bars; cereal-based food bars and snack foods; grain-based food bars and snack foods; granola based food bars and snack foods; condiments, vinegar, sauces, spices, marinades, syrups for food" in ***International Class 30.***
"Fresh fruit; fresh cut fruit; fresh vegetables; fresh cut vegetables; and unprocessed nuts" in ***International Class 31.***
"Non-alcoholic drinks and preparations for making such drinks; fruit-flavored powdered mixes for making beverages; fruit juices; syrups" in ***International Class 32.***

Any fraudulent imitation or unauthorized use of the above mark or other infringements whatsoever will be dealt with according to law.

For **Sunkist Growers, Inc.,**
U Kyaw Swa Myint
Advocate (license no. 7266)
LL.B, MPA,
Date: January 10,2013.

Declaration of Ownership of Trademark

I, Charlene M. Gehrken, Assistant Secretary of Sunkist Growers, Inc., a corporation organized and existing under the laws of the State of California, United States of America, and having a registered office at 14130 Riverside Drive, Sherman Oaks, California 91423, United States of America, (hereinafter called the "Company") hereby declare that:

1. The Company is the owner and sole proprietor of the following trademark.

SUNKIST **SUNKIST**

2. The said trademark consists of:

SUNKIST (Word)

3. The said trademark is used in respect of:

Essential oils; vitamins and nutritional supplements; agricultural and horticultural machines and apparatus for harvesting, handling, sorting, grading, packing and labeling fruit; fruit and vegetable juices (not used as beverages); preserved, canned, dried and cooked fruits and vegetables; dehydrated fruit snacks; processed nuts; fruit and vegetable extracts; jams, marmalades, fruit and vegetable preserves; jellies; pectin and preparations containing pectin for food; edible oils and fats; flavorings (other than essential oils); non-medicated confectionery and fillings therefor; chocolates; ice-creams, water ices and frozen confections; candy; dry mixes for making muffins; muffins; biscuits, brownie mixes; cakes, frostings, frosting mixes, pastries, pastry fillings; flour, cereals and cereal preparations, all for food; breakfast bars; cereal-based food bars and snack foods; grain-based food bars and snack foods; granola based food bars and snack foods; condiments, vinegar, sauces, spices, marinades, syrups for food; fresh fruit; fresh cut fruit; fresh vegetables; fresh cut vegetables; and unprocessed nuts; non-alcoholic drinks and preparations for making such drinks; fruit-flavored powdered mixes for making beverages; fruit juices; syrups

4. The above trademark was previously registered in the Office of the Registration of Deeds and Assurances in Yangon in Myanmar under Registration No. 4/1991/1999, by means of a Declaration of Ownership in the name of the Company.

5. The Company claims the right of exclusive use of the said trademark in the Union of Myanmar.

DECLARED at Sherman Oaks, California, United States of America, on the 25th day of November, 2003.

By :

Charlene M. Gehrken
Assistant Secretary

IN THE PRESENCE OF:

Terry Kiel

Mary Galindo

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California } ss.

County of Los Angeles

On Nov. 25, 2003 (Date) before me, Sylvia Ford, Notary (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Charlene M. Gehrken (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

SYLVIA FORD
Commission # 1417913
Notary Public - California
Los Angeles County
My Comm. Expires May 15, 2007

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sylvia Ford
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Ownership of TM

Document Date: Nov. 25, 2003 Number of Pages: 2

Signer(s) Other Than Named Above: Terry Kiel and Mary Galindo

Capacity(ies) Claimed by Signer

Signer's Name: Charlene M. Gehrken

☑ Individual
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: Asst. Secretary

Signer Is Representing: Sunkist Growers Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Soe Phone Myint

Name : U Soe Phone Myint
N.R.C No : TTN 164807
Address : 665, 9th Street, Thirimyaing, Okkyin, 13 Ward, Hlaing Township, Yangon.

Soe Phone Myint

Name : U Soe Phone Myint
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By the power of attorney with the legalization No. 231/2003 dated December 9, 2003 at the Embassy of the Union of Myanmar, Washington D.C, U.S.A.

<u>Witness</u>

Name : Daw Kay Khine Aung
NRC No : 12/Ah Sa Na (Naing) 014648
Address : No. 9, Staff Qtr, National Theatre Compound, Myoma Kyaung Road, Dagon Township, Yangon.

<u>Witness</u>

Name : U Sein Hlaing
NRC No : ISN- 200678
Address : No. (14), Bank Road, Amudan Qtr,Thanlyin Township, Yangon.

ရန်ကုန်မြို့ ... ကတင်သွင်းသည်။

လက်ထောက်ညွှန်ကြားရေးမှူး
စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

ချုပ်ဆိုကြောင်းဖြောင့်ဆိုသည်။

ထွက်ဆိုသည်။

လက်ထောက်ညွှန်ကြားရေးမှူး
စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

၂၀၀၄ ခုနှစ်၊ စာချုပ်စာတမ်းများ မှတ်ပုံတင်ပြီးသည်။

လက်ထောက်ညွှန်ကြားရေးမှူး
စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

Declaration of Ownership of Trademark

16 MAY 2011

We, Asia Brewery, Inc., a company incorporated under the laws of the Republic of the Philippines, and having its principal place of business at 6/F Allied Bank Building, Ayala Avenue, Makati City, Philippines, do solemnly and sincerely declare as follows: -

1. That our Company, Asia Brewery, Inc., are the Owner and Sole Proprietor of the following Trademark/service mark:-

COBRA

2. That our Company has been using the said Trademark/service mark in respect of the following goods/services since 2006.

ENERGY DRINK

3. The said Trademark has been prior filed/registered in the Union of Myanmar under filing number/registration number on 3829/2008.

4. That our company reserves to itself the right to use the said Trademark/service mark in any colour or in combination of colours on the said goods imported and/or provided and/or sold by/on behalf of the Company in the Union of Myanmar.

Dated this 10 Day of MAR, 2011.

Signature

Name Michael G. Tan

Designation Chief Operating Officer

Rec'd original copy. 7/11/11

The Trademark " **COBRA**" of Asia Brewery, Inc., Philippines.

(Int'l Class 32)

Myanmar Reg. No. 4757 / 2011 Embassy of the Republic of the Union of Myanmar, Manila

No. 75 AT/ 48 01

Date: 16 May, 2011.

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

Witnesses

1. Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

2. Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

ရန်ကုန်မြို့ မှတ်ပုံတင်
၂၀၁၁ ခုနှစ် မေ လ ၂၇ ရက်နေ့
နာရီအချိန်တွင် ရန်ကုန်မြို့
ပန်းဆိုးတန်းလမ်း၊
အမှတ် ၈၃/၈
ပထမထပ်ရှိ
ဦးညွန့်တင်
က တင်သွင်းသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်အရာရှိ
၂၇.၅.၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

ကောက်စာချုပ်ပါ
ဦးညွန့်တင်
က ချုပ်ဆိုကြောင်း ဖြောင့်ဆိုသည်။

ရန်ကုန်မြို့၊ ပန်းဆိုးတန်းလမ်း
အမှတ် ၈၃/၈
ပထမထပ်ရှိ
မြင့်မြင့်ဝေ
က ဟုတ်ကြောင်း သက်ဆိုသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်အရာရှိ
၂၇.၅.၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်

၂၀၁၁ ခုနှစ် စာချုပ်အမှတ် ၄၇၅၇
စာချုပ်စာတမ်းများမှတ်ပုံတင်စာအုပ်အမှတ် ၄ ပြီ
၏ ၂၇၉၉ စာမျက်နှာအမှတ် ၆၂ မှ ၆၃
တွင် မှတ်ပုံတင်ထားသည်။

၃၁.၅.၁၁

စာချုပ်စာတမ်းမှတ်ပုံတင်အရာရှိ
၃၁.၅.၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

ရန်ကုန်မြို့

DATA OF REGISTRATION	
Reg: No.	4757/2011
Jurisdiction	Union Of Myanmar
Filling Date	27.5.2011
Reg: Date	31.5.2011
Renewal Date	30.5.2014
Agent	U Nyunt Tin Associates
Address	33/8 Pan So Dan Street P.O.Box 952 Yangon 11182, Myanmar
Fax	+951 254321
Tel	+951 378754
Email	info@untlaw.com
URL	www.untlaw.com
COA	Escano Sarmiento Philippines

ENGLISH TRANSLATION
(From Myanmar Version)

The Trademark "**COBRA**" of Asia Brewery, Inc., Philippines.
(Int'l Class 32)

Myanmar Reg. No. **4757/2011**

Presented to Registration Office, Yangon
on 27 May, 2011, by Chit Swe,
residing at No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Admitted as to execution of the Deed by
above Chit Swe.

Testified by Myint Myint Wai, residing at
No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Embassy of the Republic of the Union of Myanmar,
Manila
No. 75 AT/48 01
Date: 16 May, 2011.

Sd/-xxx
Thumb Print(10379)
Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Witnesses

1. Sd/-xxx
Thumb Print(10380)
Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

2. Sd/-xxx
Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Registered under the Registration No. **4757/2011** in the Registration Book 4 Extra, volume 2796, on Page No. 62/63.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.

Date: 31-05-2011

Round Seal of
Office of Registration of Deeds,
Yangon.

Declaration of Ownership of Trademark

We, Asia Brewery, Inc., a company incorporated under the laws of the Republic of the Philippines, and having its principal place of business at 6/F Allied Bank Building, Ayala Avenue, Makati City, Philippines, do solemnly and sincerely declare as follows: -

1. That our Company, Asia Brewery, Inc., are the Owner and Sole Proprietor of the following Trademark/service mark:-

Cobra

2. That our Company has been using the said Trademark/service mark in respect of the following goods/services since 2006.

ENERGY DRINK

3. The said Trademark has been prior filed/registered in the Union of Myanmar under filing number/registration number on 3830/2008.

4. That our company reserves to itself the right to use the said Trademark/service mark in any colour or in combination of colours on the said goods imported and/or provided and/or sold by/on behalf of the Company in the Union of Myanmar.

Dated this 10 Day of MAR, 2011.

Signature [signature]

Name Michael G. Tan

Designation Chief Operating Officer

The Trademark " Cobra " of Asia Brewery, Inc., Philippines.

(Int'l Class 32)

Myanmar Reg. No. 4758 / 2011 Embassy of the Republic of the Union of Myanmar, Manila

No. 75 AT/ 48 01

Date: 16 May, 2011.

ရန်ကုန်မြို့ မှတ်ပုံတင်အရာရှိ
၂၀၁၁ ခုနှစ် မေ လ ၂၇ ရက်နေ့
နံနက် / နေ့ နာရီအချိန်တွင် ရန်ကုန်မြို့
မင်္ဂလာတောင်ညွန့်မြို့နယ် ...
... ချစ်ဆွေ ...
က တင်သွင်းသည်။
စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး
ရုံး ၂၇-၅-၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

ဖော်ပြပါ ... ချစ်ဆွေ ...
က ကိုယ်တိုင်ကြောင်း ဝန်ခံသည်။

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

ရန်ကုန်မြို့ မင်္ဂလာတောင်ညွန့်မြို့နယ် ...
... က ဟုတ်မှန်ကြောင်း ဝန်ခံသည်။

၂၇-၅-၂၀၁၁

Witnesses

1. ____________________

Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

2. ____________________

Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

၂၀၁၁ ခုနှစ် စာချုပ်အမှတ် ၄၇၅၈
စာချုပ်စာတမ်းများမှတ်ပုံတင်စာအုပ်အမှတ် ၄
တွဲ ၁၂၈၉ စာမျက်နှာအမှတ် ...
တွင် မှတ်ပုံတင်ထားသည်။
စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး
၃၀-၅-၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

DATA OF REGISTRATION	
Reg: No.	4758 / 2011
Jurisdiction	Union Of Myanmar
Filling Date	27 / 5 / 2011
Reg: Date	30 / 5 / 2011
Renewal Date	29/ 5/ 2014
Agent	U Nyunt Tin Associates
Address	83/8 Pan So Dan Street P.O.Box 852 Yangon 11182, Myanmar
Fax:	+951 254321
Tel:	+951 375754
Email	info@untlaw.com
URL	www.untlaw.com
COA	Escano Sarmiento & Partner Law OFFice Philippines

ENGLISH TRANSLATION
(From Myanmar Version)

The Trademark " Cobra " of Asia Brewery, Inc., Philippines.

(Int'l Class 32)

Myanmar Reg. No. **4758/2011**

Presented to Registration Office, Yangon
on 27 May, 2011, by Chit Swe,
residing at No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Admitted as to execution of the Deed by
above Chit Swe.

Testified by Myint Myint Wai, residing at
No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Embassy of the Republic of the Union of Myanmar,
Manila
No. 75 AT/48 01
Date: 16 May, 2011.

Sd/-xxx
Thumb Print(10379)
Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Witnesses

1. Sd/-xxx
Thumb Print(10380)
Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

2. Sd/-xxx
Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Registered under the Registration No. **4758/2011** in the Registration Book 4 Extra, volume 2795, on Page No. 45/46.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.

Date: 30-05-2011

Round Seal of
Office of Registration of Deeds,
Yangon.

Escaño Sarmiento & Partners

Law Offices

Eduardo C. Escaño
Regina Irene P. Sarmiento

Genevieve U. Yu
Robert A. Abadilla
Rene Chester A. Pangan III
Margarita Angela B. Robles

Jennifer E. Sia
Patent Agent

Legal
Atty Arcilla
File: Joy Sato
(Corp-Acctg)

01 July 2011

MR. MICHAEL G. TAN
ASIA BREWERY INC.
6/F Allied Bank Building
Ayala Avenue, Makati City

Re : **TRADEMARK RENEWALS IN MYANMAR**

Dear Mr. Tan:

We are pleased to transmit herewith the original Myanmar Trademark Registration certificates for the marks **"COBRA"** and **"COBRA & DEVICE"** under Nice Class 32. Kindly acknowledge receipt of the originals. The details of the registrations are as follows:

MARK	REG. NO.	REG. DATE	RENEWAL DATE
COBRA & DEVICE	4758/2011	30 MAY 2011	29 MAY 2014
COBRA	4757/2011	31 MAY 2011	30 MAY 2014

We will be pleased to assist you at the appropriate time in renewing the registrations. While we usually prompt our clients with renewal and maintenance reminders, these reminders are only sent on a courtesy basis for the clients' benefit. We cannot assume liability nor accept any responsibility for any inadvertent omission to do so. We trust that you understand our position of the matter. We therefore urge you to note the renewal deadline at your end.

Please do not hesitate to contact us should you have any questions of clarifications.

Very truly yours,

Genevieve U. Yu

Encl: a/s

L026ABI-2008-25-TM
ABI(cobra Myanmar 2011 COR)TL

Suite 1605, The Taipan Place, F. Ortigas, Jr. Road, Ortigas Center, 1605 Pasig City, Metro Manila, Philippines
☎: (632) 637-8857; 634-3272 Telefax: (632) 914-2008

ဘဏ္ဍာငွေ ၁၀ကျပ် SPECIAL ADHESIVE K10
ဘဏ္ဍာငွေ ၁၀ကျပ် SPECIAL ADHESIVE K10
ဘဏ္ဍာငွေ ၅ကျပ် SPECIAL ADHESIVE K5

Declaration of Ownership of Trademark

16 MAY 2011

We, Asia Brewery, Inc., a company incorporated under the laws of the Republic of the Philippines, and having its principal place of business at 6/F Allied Bank Building, Ayala Avenue, Makati City, Philippines, do solemnly and sincerely declare as follows: -

1. That our Company, Asia Brewery, Inc., are the Owner and Sole Proprietor of the following Trademark/service mark:-

COBRA

2. That our Company has been using the said Trademark/service mark in respect of the following goods/services since 2006.

ENERGY DRINK

3. The said Trademark has been prior filed/registered in the Union of Myanmar under filing number/registration number on 3829/2008.

4. That our company reserves to itself the right to use the said Trademark/service mark in any colour or in combination of colours on the said goods imported and/or provided and/or sold by/on behalf of the Company in the Union of Myanmar.

Dated this 10 Day of MAR, 2011.

Signature

Name Michael G. Tan

Designation Chief Operating Officer

Rec'd original copy. 7/11/11

The Trademark " **COBRA**" of Asia Brewery, Inc., Philippines.

(Int'l Class 32)

Myanmar Reg. No. 4757 / 2011 Embassy of the Republic of the Union of Myanmar, Manila

No. 75 AT/ 48 01

Date: 16 May, 2011.

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

Witnesses

1. Myint Wai

Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

2. Myint

Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

ရန်ကုန်မြို့ မှတ်ပုံတင်
၂၀၁၁ ခုနှစ် ၆ လ ၂၇ ရက်နေ့
နာရီအချိန်တွင် ရန်ကုန်မြို့
ပန်းဆိုးတန်းလမ်း၊
အမှတ် ၈၃/၈
ပထမထပ်ရှိ
ဦးညွန့်တင်
က တင်သွင်းသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်မှူး
၂၇.၆.၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

[illegible]
ဦးညွန့်တင်
က ချုပ်ဆိုကြောင်း ဖြောင့်ဆိုသည်။

ရန်ကုန်မြို့၊ ပန်းဆိုးတန်းလမ်း
အမှတ် ၈၃/၈
ပထမထပ်ရှိ
[illegible]
က သိကြောင်း သက်သေခံသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်မှူး
၂၇.၆.၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

၂၀၁၁ ခုနှစ် စာချုပ်အမှတ် ၄၇၅၇
စာချုပ်စာတမ်းများမှတ်ပုံတင်စာအုပ်အမှတ် ၄ ပြ
ကို ၂၇၉၆ စာမျက်နှာအမှတ် ၆၂ ၈ ၆၃
တွင် မှတ်ပုံတင်ထားသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်မှူး
၃၁.၁.၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

ရန်ကုန်မြို့

DATA OF REGISTRATION	
Reg: No.	4757/2011
Jurisdiction	Union Of Myanmar
Filling Date	27.5.2011
Reg: Date	31.5.2011
Renewal Date	30.5.2014
Agent	U Nyunt Tin Associates
Address	33/8 Pan So Dan Street P.O.Box 952 Yangon 11182, Myanmar
Fax	+951 254321
Tel	+951 375754
Email	info@untlaw.com
URL	www.untlaw.com
COA	Escano Sarmiento Philippines

ENGLISH TRANSLATION
(From Myanmar Version)

The Trademark "**COBRA**" of Asia Brewery, Inc., Philippines.
(Int'l Class 32)

Myanmar Reg. No. **4757/2011**

Presented to Registration Office, Yangon
on 27 May, 2011, by Chit Swe,
residing at No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Admitted as to execution of the Deed by
above Chit Swe.

Testified by Myint Myint Wai, residing at
No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Embassy of the Republic of the Union of Myanmar ,
Manila
No. 75 AT/48 01
Date: 16 May, 2011.

Sd/-xxx
Thumb Print(10379)
Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Witnesses

1. Sd/-xxx
Thumb Print(10380)
Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

2. Sd/-xxx
Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Registered under the Registration No. **4757/2011** in the Registration Book 4 Extra, volume 2796, on Page No. 62/63.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.

Date: 31-05-2011

Round Seal of
Office of Registration of Deeds,
Yangon.

SPECIAL ADHESIVE K10 | SPECIAL ADHESIVE K10 | SPECIAL ADHESIVE K5

Declaration of Ownership of Trademark

16 MAY 2011

We, Asia Brewery, Inc., a company incorporated under the laws of the Republic of the Philippines, and having its principal place of business at 6/F Allied Bank Building, Ayala Avenue, Makati City, Philippines, do solemnly and sincerely declare as follows: -

1. That our Company, Asia Brewery, Inc., are the Owner and Sole Proprietor of the following Trademark/service mark:-

Cobra

2. That our Company has been using the said Trademark/service mark in respect of the following goods/services since 2006.

ENERGY DRINK

3. The said Trademark has been prior filed/registered in the Union of Myanmar under filing number/registration number on 3830/2008.

4. That our company reserves to itself the right to use the said Trademark/service mark in any colour or in combination of colours on the said goods imported and/or provided and/or sold by/on behalf of the Company in the Union of Myanmar.

Dated this 10 Day of MAR, 2011.

Signature ____________

Name Michael G. Tan

Designation Chief Operating Officer

Rec'd orig copy 7/11/11

The Trademark " Cobra " of Asia Brewery, Inc., Philippines.
(Int'l Class 32)

Myanmar Reg. No. 4758 / 2011

ဂ.နံရှုန်ရုံး မှတ်ပုံတင်အ
၂၀၁၁ ခုနှစ် ေမ လ ၂၃ ရက်နေ့
နာရီအချိန်တွင် ဂ.နံရှုန်ရုံး
......
က တင်သွင်းသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး
၂၃-၅-၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့

......
က ......

......
က ......ကြောင်း ......

၂၃-၅-၂၀၁၁

၂၀၁၁ ခုနှစ် စာချုပ်အမှတ် ၄၇၅၈
စာချုပ်စာတမ်းများမှတ်ပုံတင်စာအုပ်အမှတ် ၄၅၇
၏ ၂၃၈၁ စာမျက်နှာအမှတ် ......
တွင် မှတ်ပုံတင်ထားသည်။

စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး
၃၀-၅-၂၀၁၁ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

Embassy of the Republic of the Union of Myanmar,
Manila
No. 75 AT/ 48 01
Date:16 May, 2011.

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of the Union of Myanmar.

Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
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The Republic of the Union of Myanmar.

Witnesses

1. ______________

Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
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The Republic of the Union of Myanmar.

2. ______________

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U Nyunt Tin Associates
Intellectual Property Law Firm
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DATA OF REGISTRATION	
Reg: No.	4758 / 2011
Jurisdiction	Union Of Myanmar
Filling Date	27 / 5 / 2011
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ENGLISH TRANSLATION
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The Trademark " Cobra " of Asia Brewery, Inc., Philippines.

(Int'l Class 32)

Myanmar Reg. No. **4758/2011**

Presented to Registration Office, Yangon
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Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Admitted as to execution of the Deed by
above Chit Swe.

Testified by Myint Myint Wai, residing at
No. 83/8, 1st Floor, Pansodan Street, Yangon.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.
Date: 27-05-2011.

Embassy of the Republic of the Union of Myanmar ,
Manila
No. 75 AT/48 01
Date: 16 May, 2011.

Sd/-xxx
Thumb Print(10379)
Chit Swe
12/OoKaMa(Naing)052447
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

<u>Witnesses</u>

1. Sd/-xxx
Thumb Print(10380)
Myint Myint Wai
12/ThaKaTa(Naing)127704
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

2. Sd/-xxx
Aye Myint Soe
12/DaLaNa(Naing)051036
U Nyunt Tin Associates
Intellectual Property Law Firm
No.83/8 First Floor,
Pansodan Street, Yangon,
The Republic of th Union of Myanmar.

Registered under the Registration No. **4758/2011** in the Registration Book 4 Extra, volume 2795, on Page No. 45/46.

Sd/-xxx
Registration Officer
Office of Registration of Deeds, Yangon.

Date: 30-05-2011

Round Seal of
Office of Registration of Deeds,
Yangon.

2012 - 2013 ကဏ္ဍာလှ:၂၅

၂၀၀၈ ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံ အခြေခံ ဥပဒေပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

ပတခ (၀င)-၈

ဝင်ငွေခွန် ဥပဒေပုဒ်မ ၅၃ အရ အခွန်တောင်းခံလွှာ

အခွန်ထမ်းမှတ်ပုံတင်စာရင်းအမှတ် - 549 /MCO

သို့

Myanmar Beverage Co;Ltd LDN- 1773/(21.8.2014)

အမှတ် (16/E)အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊တာမွေမြို့နယ်။

၁။ ၂၀၁၃-၂၀၁၄စည်းကြပ်နှစ်အတွက်လူကြီးမင်းသည် ကျောဘက်ပါပုံစံတွင် အသေးစိတ်ဖော်ပြထားချက်အရ အောက်ပါငွေကို ပေးဆောင်ရန် အကြောင်းကြားပါသည်။

		ကျပ်	ပြား
(က) ဝင်ငွေခွန်	-----	40,603,834	-
(ခ) ပုဒ်မ ၁၆ (ဇ) အရ ဒဏ်ငွေ	-----	4,060,383	-
(ဂ) ပုဒ်မ ၄၀ (က) အရ ဒဏ်ငွေ	-----		
(ဃ) ပုဒ်မ ၄၆ (က) အရ ဒဏ်ငွေ	-----		
(င) ပုဒ်မ ၄၇ (ခ) အရ ဒဏ်ငွေ	-----		
(စ) ပုဒ်မ ၄၇ (ဂ) အရ ဒဏ်ငွေ	-----		
စုစုပေါင်း	-----	44,664,217	-

၂။ အထက်ဖော်ပြပါ ငွေစုစုပေါင်းကို ရန်ကုန် မြို့ရှိ သက်ဆိုင်ရာဘဏ်တွင် နေ့၌ ဖြစ်စေ၊ ထိုနေ့ မတိုင်မီဖြစ်စေ ပူးတွဲပါ ငွေသွင်းပြေစာပုံစံဖြင့် ပေးသွင်းပြီး ငွေလက်ခံ ဖြတ်ပိုင်းကို ရယူစေလို ပါသည်။

၃။ အထက်အပိုဒ် (၁) တွင် ဖော်ပြထားသည့် အခွန်နှင့်ဒဏ်ငွေ စုစုပေါင်းကို ပေးဆောင်ရန် ပျက်ကွက်ပါက ပုဒ်မ ၄၀ (က) အရ၊ ထိုတောင်းခံငွေ စုစုပေါင်းနှင့် ညီမျှသည်အထိ ဒဏ်ငွေ တပ်ရိုက်ခြင်းနှင့် တရားစွဲဆို အရ ကောက်ခံခြင်း ခံရဖွယ်ရှိပါ၍ မပျက်မကွက် ပေးဆောင်စေလိုပါသည်။

၄။ စည်းကြပ်မှုကို ပုဒ်မ ၁၉ (ဃ) အရ ပြုလုပ်ထားသည်မှာ လူကြီးမင်းသည်-
ပုဒ်မ ၁၇ အရ ဝင်ငွေကြေညာလွှာတင်သွင်းရန် ပျက်ကွက်ခဲ့ခြင်းကြောင့်ဖြစ်ပါသည်။
ပုဒ်မ ၁၉ (ခ) အရ လိုအပ်သည့်အတိုင်း ဆောင်ရွက်ရန်

၅။ စည်းကြပ်မှု သို့မဟုတ် ဒဏ်ငွေတပ်ရိုက်မှုကို အယူခံလိုပါက ဤအကြောင်းကြားစာ ရရှိပြီး ကပ်လျက်ဖြစ်သော နောက်နေ့မှ ရက်ပေါင်း ၃၀ အတွင်း ဝင်ငွေခွန် ဥပဒေပုဒ်မ ၃၂ (က) အရ၊ ရန်ကုန် မြို့ရှိ ရန်ကုန် တိုင်းဒေသကြီး/ပြည်နယ်အခွန်ဦးစီးဌာနမှူးရုံး သို့မဟုတ် ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံးသို့ ပြဌာန်းထားသော အယူခံပုံစံဖြင့် စည်းကမ်းနည်းလမ်းများအတိုင်း ဆောင်ရွက်ပြီး အယူခံလွှာကို တင်သွင်းရန် ဖြစ်ပါသည်။ ထို့ပြင် အယူခံမဝင်မီ အခွန်ငွေကို အပေးဆောင်ပြီးဖြစ်ရပါမည်၊ သို့မဟုတ် C-C-T-O မြို့နယ် အခွန်ဦးစီးဌာနမှူးထံ ဆိုင်ရာပြဌာန်းချက်အရ လျှောက်ထား၍ ယင်း၏ ဆုံးဖြတ်ချက်အတိုင်း ဆောင်ရွက်ထားပြီး ဖြစ်ရ ပါမည်။

ရုံးတံဆိပ်

(ကျော်မိုးအောင်)
ဦးစီးအရာရှိ
ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံး

နေ့စွဲ၊

ဝင်ငွေအမျိုးအစားအလိုက် သတ်မှတ်မှု

ဝင်ငွေရလမ်း			သတ်မှတ်သည့် ဝင်ငွေ
			ကျပ်
၁။	လစာ	--------	
၂။	အသက်မွေးဝမ်းကျောင်းပညာလုပ်ငန်း	--------	
၃။	စီးပွားရေးလုပ်ငန်း	---------	163,215,336
၄။	ပစ္စည်း	---------	
၅။	အခြေပစ္စည်းမှ မြတ်စွန်းငွေ	---------	
၆။	ဝင်ငွေရလမ်း မဖော်ပြနိုင်သည့် ဝင်ငွေ	---------	
၇။	အခြားရလမ်းများမှ ဝင်ငွေ	---------	
	စုစုပေါင်း		163,215,336
	* သက်သာခွင့်များ	----------	-
	အခွန်စည်းကြပ်ရန် အသားတင်ဝင်ငွေ	----------	163,215,336
	ကျသင့် ဝင်ငွေခွန်	----------	40,803,834
	နုတ်- ပုဒ်မ ၁၆ အရ ပေးဆောင်ပြီးအခွန်	----------	200,000
	ပေးဆောင်ရန်ကျန်/ ပြန်အမ်းရန် အခွန်	----------	40,603,834

* သက်သာခွင့်များ

(၁)	အခြေခံ	----	ကျပ်	--------------------------------
(၂)	အိမ်ထောင်ဖက်အတွက်	----	ကျပ်	--------------------------------
(၃)	သားသမီးများအတွက်	----	ကျပ်	--------------------------------
(၄)	အခွန်ထမ်းနှင့် အိမ်ထောင်ဖက်၏ အသက်အာမခံအတွက်	----	ကျပ်	--------------------------------
(၅)	စုဆောင်းငွေ အတွက်	----	ကျပ်	--------------------------------
(၆)	လှူဒါန်းငွေ အတွက်	----	ကျပ်	--------------------------------
	စုစုပေါင်း	----	ကျပ်	

2012-2013 FY.

၂၀၀၈ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံ
အခြေခံဥပဒေပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ
ပေးဆောင်ရမည့်
အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

အခွန်ပေးဆောင်မှုအတွက် အထူးပင်ကျေးဇူးတင်ရှိပါသည်။

ပတခ(ဝင)၁၉။ MD-010015

(ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်ဖြတ်ပိုင်း)

၂၈၆

ဦးကျော်မိုးအောင်

DATA ENTERED

အခွန်ထမ်းလုပ်ငန်း မှတ်ပုံတင်အမှတ် ၅၄၉/MCO/၂၀၁၃-၂၀၁၄

အခွန်ထမ်းအမည်နှင့်လိပ်စာ Myanmar Beverage Co., Ltd.

၁၆/အီ၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊

၂၀၁၃-၂၀၁၄ စည်းကြပ်နှစ်အတွက် ဝင်ငွေခွန်

ကျပ် ၄၀၆၀၃၈၃၄ နှင့်ဒဏ်ငွေကျပ် ၄၀၆၀၃၈၃

စုစုပေါင်း(ဂဏန်းဖြင့်) ၄၄၆၆၄၂၁၇

(စာဖြင့်)ကျပ် လေးဆယ့်လေးသန်းခြောက်သိန်းခြောက်သောင်းလေးထော
င်နှစ်ရာ့တစ်ဆယ့်ခုနစ် ကျပ်

ပေးသွင်းသဖြင့် လက်ခံရရှိပါသည်။

ရက်စွဲ၊ 30/Aug/2014

ဘဏ်မန်နေဂျာ

ဘဏ်တံဆိပ်	အခွန်ဆောင်ထားနိုင်ငံသား လေးစားသမှုတို့ဂုဏ်ပြု

2013-2014 ကမ္ဘာ့ပါ ၄၆

၂၀၀၈ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံအခြေခံဥပဒေပုဒ်မ ၃၈၉ အရနိုင်ငံသားတိုင်းသည် ဥပဒေအရပေးဆောင်ရမည့် အခွန်အကောက်များကိုပေးဆောင်ရန် တာဝန်ရှိသည်။

ပတခ (၀၈)-၈

ဝင်ငွေခွန် ဥပဒေပုဒ်မ ၅၃ အရအခွန်တောင်းခံလွှာ

အခွန်ထမ်းမှတ်ပုံတင်စာရင်းအမှတ် 128/MCO

LDN-93 /15-10-2015

သို့

Myanmar Beverage Co.,Ltd

အမှတ်(၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊ တာမွေ

၁။ ၂၀၁၄-၂၀၁၅ စည်းကြပ်နှစ်အတွက် လူကြီးမင်းသည် ကျောဘက်ပါပုံစံတွင် အသေးစိတ်ဖော်ပြထားချက်အရ အောက်ပါငွေကိုပေးဆောင်ရန် အကြောင်းကြားပါသည်။

			ကျပ်	ပြား
(က)	ဝင်ငွေခွန်	-----	၅၆၉၄၀၃၄၃	
(ခ)	ပုဒ်မ ၁၆ (ဇ) အရဒဏ်ငွေ	-----	၅၆၉၄၀၃၄	
(ဂ)	ပုဒ်မ ၄၀ (က) အရဒဏ်ငွေ	-----		
(ဃ)	ပုဒ်မ ၄၆ (က) အရဒဏ်ငွေ	-----		
(င)	ပုဒ်မ ၄၇ (ခ) အရဒဏ်ငွေ	-----		
(စ)	ပုဒ်မ ၄၇ (ဂ) အရဒဏ်ငွေ	-----		
	စုစုပေါင်း	-----	၆၂၆၃၄၃၇၇	

၂။ အထက်ဖော်ပြပါ ငွေစုစုပေါင်းကို --ရန်ကုန်------မြို့ရှိသက်ဆိုင်ရာဘဏ်တွင် ----------------နေ့၌ ဖြစ်စေ၊ ထိုနေ့ မတိုင်မီဖြစ်စေပူးတွဲပါ ငွေသွင်းပြေစာပုံစံဖြင့် ပေးသွင်းပြီးငွေလက်ခံဖြတ်ပိုင်းကိုရယူစေလိုပါသည်။

၃။ အထက်အပိုဒ် (၁) တွင် ဖော်ပြထားသည့် အခွန်နှင့်ဒဏ်ငွေစုစုပေါင်းကိုပေးဆောင်ရန် ပျက်ကွက်ပါက ပုဒ်မ ၄၀ (က) အရထိုတောင်းခံငွေ စုစုပေါင်းနှင့် ညီမျှသည်အထိဒဏ်ငွေတပ်ရိုက်ခြင်းနှင့် တရားစွဲဆိုအရကောက်ခံခြင်း ခံရဖွယ်ရှိပါ၍ မပျက်မကွက် ပေးဆောင်စေလိုပါသည်။

၄။ စည်းကြပ်မှုကိုပုဒ်မ ၁၉ (ဃ) အရပြုလုပ်ထားသည်မှာလူကြီးမင်းသည်-

ပုဒ်မ ၁၇ အရဝင်ငွေကြေညာလွှာတင်သွင်းရန် ပျက်ကွက်ခဲ့ခြင်းကြောင့် ဖြစ်ပါသည်။

ပုဒ်မ ၁၉ (ခ) အရလိုအပ်သည့်အတိုင်းဆောင်ရွက်ရန်

၅။ စည်းကြပ်မှုသို့မဟုတ် ဒဏ်ငွေတပ်ရိုက်မှုကိုအယူခံလိုပါက ဤအကြောင်းကြားစာရရှိပြီး ကပ်လျက်ဖြစ်သော နောက်နေ့မှ ရက်ပေါင်း ၃၀ အတွင်းဝင်ငွေခွန် ဥပဒေပုဒ်မ ၃၂ (က) အရ -ရန်ကုန်-------- မြို့ရှိ -ရန်ကုန်--- တိုင်းဒေသကြီး/ပြည်နယ်အခွန်ဦးစီးဌာနမှူးရုံး သို့မဟုတ် ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံးသို့ ပြဋ္ဌာန်းထားသောအယူခံ ပုံစံဖြင့် စည်းကမ်းနည်းလမ်းများအတိုင်း ဆောင်ရွက်ပြီးအယူခံလွှာကိုတင်သွင်းရန် ဖြစ်ပါသည်။ ထို့ပြင် အယူခံ မဝင်မီအခွန်ငွေကိုပေးဆောင်ပြီးဖြစ်ရပါမည်၊ သို့မဟုတ် ------------- မြို့နယ်အခွန်ဦးစီးဌာနမှူးထံ ဆိုင်ရာပြဋ္ဌာန်း ချက်အရ [illegible] ယင်း၏ဆုံးဖြတ်ချက်အတိုင်း ဆောင်ရွက်ထားပြီးဖြစ်ရပါမည်။

ရုံးတံဆိပ်

နေ့စွဲ--၁၅-၁၀-၂၀၁၅--

([illegible])

မြို့နယ်အခွန်ဦးစီးဌာနမှူး

------------------------ မြို့နယ်။

ဝင်ငွေအမျိုးအစားအလိုက် သတ်မှတ်မှု

ဝင်ငွေရလမ်း		သတ်မှတ်သည့် ဝင်ငွေ
		ကျပ်
၁။ လစာ	---------	
၂။ အသက်မွေးဝမ်းကျောင်းပညာလုပ်ငန်း	---------	
၃။ စီးပွားရေးလုပ်ငန်း	---------	၃၇၇၁၄၉၄၇၁
၄။ ပစ္စည်း	---------	
၅။ အခြေပစ္စည်းမှ မြတ်စွန်းငွေ	----------	
၆။ ဝင်ငွေရလမ်းမဖော်ပြနိုင်သည့် ဝင်ငွေ	----------	
၇။ အခြားရလမ်းများမှ ဝင်ငွေ	----------	
စုစုပေါင်း		၃၇၇၁၄၉၄၇၁
* သက်သာခွင့်များ	----------	-
အခွန်စည်းကြပ်ရန် အသားတင်ဝင်ငွေ	----------	၃၇၇၁၄၉၄၇၁
ကျသင့် ဝင်ငွေခွန်	----------	၉၄၃၈၇၃၆၉
နုတ်- ပုဒ်မ ၁၆ အရပေးဆောင်ပြီးအခွန်	----------	၃၇၄၄၇၀၂၆
ပေးဆောင်ရန်ကျန်/ ပြန်အမ်းရန် အခွန်	----------	၅၆၉၄၀၃၄၃

* **သက်သာခွင့်များ**

(၁)	အခြေခံ	----	ကျပ်	--------------------------------
(၂)	အိမ်ထောင်ဖက်အတွက်	----	ကျပ်	--------------------------------
(၃)	သားသမီးများအတွက်	----	ကျပ်	--------------------------------
(၄)	အခွန်ထမ်းနှင့် အိမ်ထောင်ဖက်၏ အသက်အာမခံအတွက်	----	ကျပ်	--------------------------------
(၅)	စုဆောင်းငွေအတွက်	----	ကျပ်	--------------------------------
(၆)	လှူဒါန်းငွေအတွက်	----	ကျပ်	--------------------------------
	စုစုပေါင်း	----	ကျပ်	

IT- 13/14.

၂၀၀၈ ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံအခြေခံ ဥပဒေ ပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်း ~~သည်~~ ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

2013 - 2014 FY

"အခွန်ပေးဆောင်မှုအတွက် အထူးပင် ကျေးဇူးတင်ရှိပါသည်။"

ပတာခ(ဝင၁) ၁၉။

MD-010118

MD-010118 ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်

စည်းကြပ်

၂-၁ ။ ဝင်ငွေခွန်

ဒေါ်သူဇာမွန်

COMPUTER ENTERED

External Clearing

LDN-93/15-10-2015

အခွန်ထမ်းလုပ်ငန်းမှတ်ပုံတင်အမှတ် MCO/128/2014-2015

အခွန်ထမ်းအမည် Myanmar Beverage Co.,Ltd

လိပ်စာ အမှတ်(၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊ တာမွေ

ကျပ် ၅၆၉၄၀၃၄၃ နှင့်ဒင်္ဂါးငွေ ၅၆၉၄၀၃၄

စုစုပေါင်း ဂဏန်းဖြင့် ၆၂၆၃၄၇၇

စာဖြင့်(ကျပ်) ခြောက်ရာနှစ်ဆယ့်ခြောက်သိန်း ~~လေးသောင်းခုနစ်ထော~~ သုံးသောင်းလေးထောင် င်သုံးရာခုနစ်ဆယ့်ခုနစ်ကျပ်တိတိ

ရက်စွဲ ၂၉.၁၀.၂၀၁၅

ပေးသွင်းသဖြင့် လက်ခံရရှိပါသည်။

မြန်မာ့စီးပွားရေးဘဏ်

ငွေလက်ခံ ( ) ဌာန

13 NOV 2015

RING 10

ဘဏ်မန်နေဂျာ

မြန်မာ့စီးပွားရေး ဘဏ်တံဆိပ်

2014 - 2015 ဘဏ္ဍာရေးနှစ်

> ၂၀၀၈ ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံ အခြေခံ ဥပဒေပုဒ်မ ၃၈၉ အရ
> နိုင်ငံသားတိုင်းသည်ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

ပတခ (၀င)-၈

ဝင်ငွေခွန် ဥပဒေပုဒ်မ ၅၃ အရ အခွန်တောင်းခံလွှာ

အခွန်ထမ်းမှတ်ပုံတင်စာရင်းအမှတ်-128/Mco

သို့

Myanmar Beverages Co.,Ltd

အမှတ်(၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊ တာမွေ

CDN-959

16-2-2016

၁။ ၂၀၁၅ -၂၀၁၆ စည်းကြပ်နှစ်အတွက် လူကြီးမင်းသည် ကျောဘက်ပါပုံစံတွင် အသေးစိတ်ဖော်ပြထားချက်အရ အောက်ပါငွေကို ပေးဆောင်ရန် အကြောင်းကြားပါသည်။

			ကျပ်	ပြား
(က)	ဝင်ငွေခွန်	-----	၉၅၆၃၀၀၀၀	
(ခ)	ပုဒ်မ ၁၆ (ဇ) အရ ဒဏ်ငွေ	-----	၉၅၆၃၀၀၀	
(ဂ)	ပုဒ်မ ၄၀ (က) အရ ဒဏ်ငွေ	-----		
(ဃ)	ပုဒ်မ ၄၆ (က) အရ ဒဏ်ငွေ	-----		
(င)	ပုဒ်မ ၄၇ (ခ) အရ ဒဏ်ငွေ	-----		
(စ)	ပုဒ်မ ၄၇ (ဂ) အရ ဒဏ်ငွေ	-----		
	စုစုပေါင်း	-----	၁၀၅၁၉၃၀၀၀	

၂။ အထက်ဖော်ပြပါ ငွေစုစုပေါင်းကို **ရန်ကုန်** မြို့ရှိ သက်ဆိုင်ရာဘဏ်တွင် ၁၈-၃-၂၀၁၆ နေ့၌ ဖြစ်စေ၊ ထိုနေ့ မတိုင်မီဖြစ်စေ ပူးတွဲပါ ငွေသွင်းပြေစာပုံစံဖြင့် ပေးသွင်းပြီး ငွေလက်ခံ ဖြတ်ပိုင်းကို ရယူစေလို ပါသည်။

၃။ အထက်အပိုဒ် (၁) တွင် ဖော်ပြထားသည့် အခွန်နှင့်ဒဏ်ငွေ စုစုပေါင်းကို ပေးဆောင်ရန် ပျက်ကွက်ပါက ပုဒ်မ ၄၀ (က) အရ၊ ထိုတောင်းခံငွေ စုစုပေါင်းနှင့် ညီမျှသည်အထိ ဒဏ်ငွေ တပ်ရိုက်ခြင်းနှင့် တရားစွဲဆို အရ ကောက်ခံခြင်း ခံရဖွယ်ရှိပါ၍ မပျက်မကွက် ပေးဆောင်စေလိုပါသည်။

၄။ စည်းကြပ်မှုကို ပုဒ်မ ၁၉ (ဃ) အရ ပြုလုပ်ထားသည်မှာ လူကြီးမင်းသည်-

ပုဒ်မ ၁၇ အရ ဝင်ငွေကြေညာလွှာတင်သွင်းရန် ______ ပျက်ကွက်ခဲ့ခြင်းကြောင့် ဖြစ်ပါသည်။

ပုဒ်မ ၁၉ (ခ) အရ လိုအပ်သည့်အတိုင်း ဆောင်ရွက်ရန်

၅။ စည်းကြပ်မှု သို့မဟုတ် ဒဏ်ငွေတပ်ရိုက်မှုကို အယူခံလိုပါက ဤအကြောင်းကြားစာ ရရှိပြီး ကပ်လျက်ဖြစ်သော နောက်နေ့မှ ရက်ပေါင်း ၃၀ အတွင်း ဝင်ငွေခွန် ဥပဒေပုဒ်မ ၃၂ (က) အရ၊ ----------ရန်ကုန်---------- မြို့ရှိ ---------ရန်ကုန်--------- တိုင်းဒေသကြီး/ပြည်နယ်အခွန်ဦးစီးဌာနမှူးရုံး သို့မဟုတ် ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံးသို့ ပြဌာန်းထားသော အယူခံမဝင်မီ အခွန်ငွေကို အပေးဆောင်ပြီးဖြစ်ရပါမည်၊ သို့မဟုတ် --ရန်ကုန်-- မြို့နယ်အခွန်ဦးစီးဌာနမှူးထံ ဆိုင်ရာပြဌာန်းချက်အရ လျှောက်ထား၍ ယင်း၏ ဆုံးဖြတ်ချက်အတိုင်း ဆောင်ရွက်ထားပြီး ဖြစ်ရပါမည်။

ရုံးတံဆိပ်

နေ့စွဲ၊ ----------------------

လက်မှတ် ----------------------

---------------------- မြို့နယ်။

ဝင်ငွေအမျိုးအစားအလိုက် သတ်မှတ်မှု

ဝင်ငွေရလမ်း			သတ်မှတ်သည့် ဝင်ငွေ
၁။	လစာ	--------	
၂။	အသက်မွေးဝမ်းကျောင်းပညာလုပ်ငန်း	--------	
၃။	စီးပွားရေးလုပ်ငန်း	----------	၆၇၇၀၀၀၀၀၀
၄။	ပစ္စည်း	----------	
၅။	အခြေပစ္စည်းမှ မြတ်စွန်းငွေ	----------	
၆။	ဝင်ငွေရလမ်း မဖော်ပြနိုင်သည့် ဝင်ငွေ	----------	
၇။	အခြားရလမ်းများမှ ဝင်ငွေ	----------	
	စုစုပေါင်း		၆၇၇၀၀၀၀၀၀
* သက်သာခွင့်များ		----------	-
အခွန်စည်းကြပ်ရန် အသားတင်ဝင်ငွေ		----------	၆၇၇၀၀၀၀၀၀
ကျသင့် ဝင်ငွေခွန်		----------	၁၆၉၂၅၀၀၀၀
နုတ်- ပုဒ်မ ၁၆ အရ ပေးဆောင်ပြီးအခွန်		----------	၇၃၆၂၀၀၀၀
ပေးဆောင်ရန်ကျန်/ ပြန်အမ်းရန် အခွန်		----------	၉၅၆၃၀၀၀၀

- သက်သာခွင့်များ

(၁) အခြေခံ ---- ကျပ် ----------------------------------

(၂) အိမ်ထောင်ဖက်အတွက် ---- ကျပ် ----------------------------------

(၃) သားသမီးများအတွက် ---- ကျပ် ----------------------------------

(၄) အခွန်ထမ်းနှင့် အိမ်ထောင်ဖက်၏
အသက်အာမခံအတွက် ---- ကျပ် ----------------------------------

(၅) စုဆောင်းငွေ အတွက် ---- ကျပ် ----------------------------------

(၆) လှူဒါန်းငွေ အတွက် ---- ကျပ် ----------------------------------

စုစုပေါင်း ---- ကျပ်

14-14/15.

ပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

ပတခ(ဝင) ၁၉။ MD-010118

External Clearing

2014 - 2015 Financial Year

ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်

ဒေါ်သူဇာမွန်

CDN-959/16-2-2016

အခွန်ထမ်းလုပ်ငန်းမှတ်ပုံတင်အမှတ် ၁၂၈/MCO/၂၀၁၅-၂၀၁၆

အခွန်ထမ်းအမည် Myanmar Beverages Co.,Ltd

လိပ်စာ အမှတ်(၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊ တာမွေ

ကျပ် ၉၅၆၃၀၀၀၀ နှင့်ဒဏ်ငွေ ၉၅၆၃၀၀၀

စုစုပေါင်း စာဖြင့်(ကျပ်) ၁၀၅၁၉၃၀၀၀

စာဖြင့်(ကျပ်) တစ်ထောင်ငါးဆယ့်တစ်သိန်းကိုးသောင်းသုံးထောင်ကျပ်တိတိ

ရက်စွဲ 17-2-2016

ပေးသွင်းသဖြင့် လက်ခံရရှိပါသည်။

23 FEB 2016 CLEARING

ဘဏ်မန်နေဂျာ

မြန်မာ့စီးပွားရေး
ဘဏ်တံဆိပ်

2012-2013 ဘဏ္ဍာနှစ်

၂၀၀၈ ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံ အခြေခံ ဥပဒေပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

ပတခ (ကသခ)-၁၇

ကုန်သွယ်လုပ်ငန်းခွန် ဥပဒေပုဒ်မ ၁၄ နှင့် ၁၇ တို့အရ အခွန်စည်းကြပ်တောင်းခံလွှာ

(စည်းမျဉ်း ၁၂ ညွှန်း)

သို့

LDN-69/21.8.2014

Myanmar Beverage Co; Ltd

လိပ်စာ အမှတ်(၁၆/E) ၊အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊တာမွေမြို့နယ်။

လုပ်ငန်းရှင်မှတ်ပုံတင်အမှတ်- ထလ/၁၂၄၅

၁။ ၂၀၁၃-၂၀၁၄ စည်းကြပ်နှစ်အတွက် ကျောဘက်တွင် အသေးစိတ်ဖော်ပြထားသော အောက်ဖော်ပြပါငွေ ကို ပေးဆောင်ရန် အကြောင်းကြားပါသည်။

			ကျပ်	ပြား
(က)	ကုန်သွယ်လုပ်ငန်းခွန်	----- -----	45,280,577	
(ခ)	ဒဏ်ငွေ	----- -----	4,528,058	
		စုစုပေါင်း	49,808,635	

စုစုပေါင်းအခွန် (စာဖြင့်) -

၂။ ယိုငွေကို ရန်ကုန် မြို့ရှိ မြန်မာ့စီးပွားရေး ဘဏ် ၁ သို့ နေ့ထက် နောက်မကျစေဘဲ ------ ပူးတွဲပါငွေသွင်းချလန်များဖြင့် ပေးသွင်းပြီး၊ ဒု- မူရင်းခွဲကို လက်ခံ / အဖြစ်ရယူ ဘဏ်စာရင်းအမှတ် ( ) သို့ စာရင်းလွှဲပြောင်းပေးသွင်း ------ စေလိုက်ပါသည်။

၃။ အထက်အပိုဒ် (၁) တွင် ဖော်ပြထားသော စုစုပေါင်းအခွန်နှင့် ဒဏ်ငွေကို သတ်မှတ်နေ့ မကျော်လွန်မီ ပေးဆောင်ရန် ပျက်ကွက်လျှင် ပုဒ်မခွဲ (စ) အရ အခွန်ငွေ၏ တစ်ဆယ်ရာခိုင်နှုန်းနှင့် ညီမျှသောငွေကို ဒဏ်ငွေအဖြစ် တပ်ရိုက်ခံရမည် ဖြစ်သည့်အပြင် ပုဒ်မ ၂၄ အရ ယင်းငွေများကို အရကောက်ခံရမည်ဖြစ်သောကြောင့် မပျက်မကွက် ပေးဆောင်စေလိုပါသည်။

၄။ အခွန်ကျပ် ၃၀၀၀၀ ထက်ပိုလျှင် အယူခံခွင့်ရှိပါသဖြင့် အယူခံလိုပါက ဤအခွန်ငွေတောင်းခံလွှာ ရရှိသည့်နေ့မှ တစ်လ အတွင်း ပုဒ်မ ၁၉ ပုဒ်မခွဲ (က) အပိုဒ် (၁) အရ ရန်ကုန် မြို့ရှိ ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံးဌာနမှူး၊ သို့မဟုတ် တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ်အခွန်ဦးစီးဌာနမှူးထံ သတ်မှတ်ထားသော အယူခံလွှာပုံစံဖြင့် ဥပဒေအရ လိုအပ်ချက်များ နှင့်အညီ ဆောင်ရွက်ပြီးပေးပို့ရပါမည်။ ဤအယူခံလွှာ မတင်သွင်းမီ အခွန်ကိုအကျေပေးဆောင်ပြီး ဖြစ်ရပါမည်၊ သို့မဟုတ် သက်ဆိုင်ရာ ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံးဌာနမှူး၊ သို့မဟုတ် တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ်အခွန်ဦးစီးဌာနမှူးထံ လျှောက်ထား၍ ၎င်းက ဆုံးဖြတ်သည့်အတိုင်းလိုက်နာ ဆောင်ရွက်ပြီး ဖြစ်ရပါမည်။

ရုံးတံဆိပ်

(ကျော်မိုးအောင်)
ဦးစီးအရာရှိ
ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံး

စည်းကြပ်နှစ်အတွက် စည်းကြပ်မှုပုံစံ

အမည် - Myanmar Beverage Co;Ltd

လိပ်စာ-အမှတ်(၁၆/E)၊အရှေ့မြင်းပြိုင်ကွင်းလမ်း ၊

တာမွေမြို့နယ်။

ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံး

ရန်ကုန်တိုင်းဒေသကြီး/ပြည်နယ်

အခွန်ထမ်းမှတ်ပုံတင်အမှတ်ထလ/၁၂၄၅

အမှတ်စဉ်	လုပ်ငန်းအမျိုးအစား	သတ်မှတ်သည့်ရောင်းရငွေ သို့မဟုတ် ရငွေပေါင်း	အခွန်နှုန်း	ကျသင့်အခွန် (ကျပ်)
	ကုန်စည်ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ထုတ်လုပ်သည့် ကုန်စည်အမျိုးအမည်	1,625,119,520		77,386,644
	၁။ ------------------------------			
	၂။ ------------------------------			
	၃။ ------------------------------			
	၄။ ------------------------------			
	၅။ ------------------------------			
	ဝန်ဆောင်မှုလုပ်ငန်း ဆောင်ရွက်သည့် ဝန်ဆောင်မှုလုပ်ငန်းအမျိုးအစား			
	၁။ ------------------------------			
	၂။ ------------------------------			
	၃။ ------------------------------			
	၄။ ------------------------------	1,625,119,520		77,386,644
	၅။ ------------------------------		-	
	စုစုပေါင်း:			
	နုတ် ပုဒ်မ ၁၂ အရ လစဉ်ပေးဆောင်ခဲ့ပြီး အခွန်ငွေ သို့မဟုတ် မူလ စည်းကြပ်မှုအရ ပေးဆောင်ပြီးအခွန်ငွေ (စည်းမျဉ်း ၄၂ အရခုနှိမ်ရန်)			32,106,067
	ထပ်မံပေးဆောင်ရန်အခွန်ငွေ			45,280,577

2012-2013 FY7

MD-010015

ပတခ(ကသခ) - ၁၉။

စည်းကြပ်မှုအရ ငွေသွင်းချလန်

(ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်ဖြတ်ပိုင်း)

အခွန်ပေးဆောင်မှုအတွက် အထူးပင်ကျေးဇူးတင်ရှိပါသည်။

> ၂၀၀၈ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံ အခြေခံဥပဒေ ပုဒ်မ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

ဦးကျော်မိုးအောင်

အခွန်ထမ်းလုပ်ငန်း မှတ်ပုံတင်အမှတ် ထလ(ပုဂ္ဂလိကပိုင်)/၃၆၅၀/၂၀၁၃-၂၀၁၄

DATA ENTERED

အခွန်ထမ်းအမည်နှင့်လိပ်စာ Myanmar Beverage Co., Ltd.

၁၆/အီး၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊

၂၀၁၃-၂၀၁၄ စည်းကြပ်နှစ်အတွက် ကုန်သွယ်လုပ်ငန်းခွန် ကျပ် ၄၅၂၈၀၅၇၇ နှင့်ဒဏ်ငွေကျပ် ၄၅၂၈၀၅၈

စုစုပေါင်းအခွန် ၄၉၈၀၈၆၃၅

ကျပ် လေးဆယ့်ကိုးသန်းရှစ်သိန်းရှစ်ထောင့်ခြောက်ရာသုံးဆယ့်ငါး ကျပ် ပေးသွင်းသဖြင့် လက်ခံရရှိပါသည်။

ရက်စွဲ၊ 30/Aug/2014

အဆောက်အဦ (၁)၊ ရန်ကုန်အခွန်မန်နေဂျာ

16 OCT 2014

ဘဏ်တံဆိပ်	အခွန်ဆောင်ထားနိုင်ငံသား လေးစားသမှုတို့ဂုဏ်ပြု

2013 - 2014 ဇကျာဏ်း၂၆

၂၀၀၈ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံအခြေခံဥပဒေပုဒ်မ ၃၈၉ အရနိုင်ငံသားတိုင်းသည် ဥပဒေအရပေးဆောင်ရမည့် အခွန်အကောက်များကိုပေးဆောင်ရန် တာဝန်ရှိသည်။

ပတခ (ကသခ)-၁၇

ကုန်သွယ်လုပ်ငန်းခွန် ဥပဒေပုဒ်မ ၁၄ နှင့် ၁၇ တို့အရအခွန်စည်းကြပ်တောင်းခံလွှာ

(စည်းမျဉ်း ၁၂ ညွှန်း)   LDN- 13 /15-10-2015

သို့

အမည် Myanmar Beverage Co.,Ltd

လိပ်စာ အမှတ် (၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊ တာမွေ

လုပ်ငန်းရှင်မှတ်ပုံတင်အမှတ် ထလ/၁၃

၁။ ၂၀၁၄-၂၀၁၅ စည်းကြပ်နှစ်အတွက် ကျောဘက်တွင် အသေးစိတ်ဖော်ပြထားသော အောက်ဖော်ပြပါ ငွေကို ပေးဆောင်ရန် အကြောင်းကြားပါသည်။

(က) ကုန်သွယ်လုပ်ငန်းခွန် ---------- ---------- ၆၅၃၄၇၁၆ ကျပ်

(ခ) ဒဏ်ငွေ ---------- ---------- ၆၅၃၄၇၂ ကျပ်

စုစုပေါင်း ၁၀၄၈၈၁၈၈

စုစုပေါင်းအခွန် (စာဖြင့်) တစ်ရာ့လေးသိန်းရှစ်သောင်းရှစ်ထောင်တစ်ရာရှစ်ဆယ့်ရှစ်ကျပ်တိတိ/-

၂။ ထိုငွေကို ရန်ကုန် မြို့ရှိ မြန်မာ့စီးပွားရေး ဘဏ် ဘဏ်ခွဲ(၃) သို့ နေ့ထက် နောက်မကျစေဘဲ ပူးတွဲပါငွေသွင်းချလန်များဖြင့် ပေးသွင်းပြီး၊ ဒု-မှူးရင်းခွဲကိုလက်ခံ အဖြစ်ရယူဘဏ်စာရင်းအမှတ် (MD-010118) သို့ စာရင်းလွှဲပြောင်းပေးသွင်း စေလိုက်ပါသည်။

၃။ အထက်အပိုဒ် (၁) တွင် ဖော်ပြထားသောစုစုပေါင်းအခွန်နှင့် ဒဏ်ငွေကိုသတ်မှတ်နေ့ မကျော်လွန်မီ ပေးဆောင်ရန် ပျက်ကွက်လျှင် ပုဒ်မခွဲ (စ) အရအခွန်ငွေ၏ တစ်ဆယ်ရာခိုင်နှုန်းနှင့် ညီမျှသောငွေကို ဒဏ်ငွေ အဖြစ် ပေးရိုက်ခံရမည်ဖြစ်သည့်အပြင် ပုဒ်မ ၂၄ အရယင်းငွေများကိုအရကောက်ခံရမည်ဖြစ်သောကြောင့် မပျက်မကွက် ပေးဆောင် စေလိုပါသည်။

၄။ အခွန်ကျပ် ၃၀၀၀၀ ထက်ပိုလျှင် အယူခံခွင့်ရှိပါသဖြင့် အယူခံလိုပါကဤအခွန်ငွေတောင်းခံလွှာ ရရှိသည့် နေ့မှ တစ်လအတွင်းပုဒ်မ ၁၉ ပုဒ်မခွဲ(က)အပိုဒ်(၁)အရ ---------- မြို့ရှိကုမ္ပဏီများဆိုင်ရာ အခွန်ရုံးဌာနမှူး၊ သို့မဟုတ်တိုင်းဒေသကြီးသို့မဟုတ် ပြည်နယ်အခွန်ဦးစီးဌာနမှူးထံ သတ်မှတ်ထားသော အယူခံလွှာပုံစံဖြင့် ဥပဒေအရ လိုအပ်ချက်များနှင့်အညီဆောင်ရွက်ပြီးပေးပို့ရပါမည်။ ဤအယူခံလွှာ မတင်သွင်းမီအခွန်ကိုအကျေ ပေးဆောင် ပြီးဖြစ်ရပါမည်၊ သို့မဟုတ် သတ်ဆိုင်ရာကုမ္ပဏီများဆိုင်ရာအခွန်ရုံးဌာနမှူး၊ သို့မဟုတ် တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ်အခွန်ဦးစီးဌာနမှူးထံလျှောက်ထား၍ရင်းကဆုံးဖြတ်သည့်အတိုင်းလိုက်နာဆောင်ရွက်ပြီးဖြစ်ရပါမည်။

ရုံးတံဆိပ်

လက်မှတ်

မြို့နယ်အခွန်ဦးစီးဌာနမှူး

နေ့စွဲ ---------- ---------- မြို့နယ်။

စည်းကြပ်နှစ်အတွက် စည်းကြပ်မှုပုံစံ

အမည် -Myanmar Beverage Co.,Ltd

ကုမ္ပဏီများဆိုင်ရာအခွန်ရုံး------ မြို့နယ်

လိပ်စာ -အမှတ် (၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊တာမွေ

ရန်ကုန်--------တိုင်းဒေသကြီး/ပြည်နယ်။

အခွန်ထမ်းမှတ်ပုံတင်အမှတ် ထလ/၁၃

အမှတ်စဉ်	လုပ်ငန်းအမျိုးအစား	သတ်မှတ်သည့်ရောင်းရငွေ သို့မဟုတ် ရငွေပေါင်း	အခွန်နှုန်း	ကျသင့်အခွန် (ကျပ်)
	ကုန်စည်ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ထုတ်လုပ်သည့် ကုန်စည်အမျိုးအမည် ၁။---------------------------- ၂။ ---------------------------- ၃။ ---------------------------- ၄။ ---------------------------- ၅။ ---------------------------- ဝန်ဆောင်မှုလုပ်ငန်းဆောင်ရွက်သည့် ဝန်ဆောင်မှုလုပ်ငန်းအမျိုးအစား ၁။ -------------------------- ၂။ ---------------------------- ၃။ ---------------------------- ၄။ ---------------------------- ၅။ ----------------------------	၄၅၅၃၁၁၉၄၁၁	၅ %	၁၃၂၆၁၅၁၂၈
	စုစုပေါင်း	၄၅၅၃၁၁၉၄၁၁	၅ %	၁၃၂၆၁၅၁၂၈
	နုတ် ပုဒ်မ ၁၂ အရလစဉ်ပေးဆောင်ခဲ့ပြီးအခွန်ငွေသို့မဟုတ် မူလစည်းကြပ်မှုအရပေးဆောင်ပြီးအခွန်ငွေ (စည်းမျဉ်း ၄၂ အရ ခုနှိမ်)			၁၂၃၀၈၀၄၁၂
	ထပ်မံပေးဆောင်ရန်အခွန်ငွေ			၉၅၃၄၇၁၆

CT - 13774

2013-2014 ကထုတ်ပြန်

၂၀၀၈ ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံအခြေခံ ဥပဒေ ပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကို ပေးဆောင်ရန် တာဝန်ရှိသည်။

"အခွန်ပေးဆောင်မှုအတွက် အထူးမစ် ကျေးဇူးတင်ရှိပါသည်။"

MD-010118

ပတခ(ကသခ) ၁၉။

MD-010118 ငွေပေးသွင်းသူသို့ ပြန်ပေးရန်

စည်းကြပ်

၂-၁ ။ ကုန်သွယ်လုပ်ငန်းခွန်

ဒေါ်သူဇာမွန်

External Clearing

COMPUTER ENTERED

အခွန်ထမ်းလုပ်ငန်းမှတ်ပုံတင်အမှတ် ထလ/၁၃/၂၀၁၄-၂၀၁၅

အခွန်ထမ်းအမည် Myanmar Beverage Co.,Ltd

လိပ်စာ အမှတ်(၁၆-အီး)၊ အရှေ့မြင်းပြိုင်ကွင်းလမ်း၊ တာမွေ

ကျပ် ၉၅၃၄၇၁၆ နှင့်ဒဏ်ငွေ ၉၅၃၄၇၂

စုစုပေါင်း ဂဏန်းဖြင့် ၁၀၄၈၈၁၈၈

စာဖြင့်(ကျပ်) တစ်ရာ့လေးသိန်းရှစ်သောင်းရှစ်ထောင်တစ်ရာရှစ်ဆယ့်ရှစ်ကျပ်တိတိ

ရက်စွဲ ၂၉.၁၀.၂၀၁၅

ပေးသွင်းသဖြင့် လက်ခံရရှိပါသည်။

မြန်မာ့စီးပွားရေးဘဏ်

ဘဏ်ခွဲ (၁) ဝန်ထမ်း

13 NOV 2015

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ဘဏ်မန်နေဂျာ

မြန်မာ့စီးပွားရေး
ဘဏ်တံဆိပ်

သက်တမ်းတိုး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

010013

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ....၉၂၁...... / ၂၀၀၉ - ၂၀၁၀

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....မြန်မာ အချိုရည်နှင့်အဖျော်ယမကာ ကုမ္ပဏီ လီမိတက်............ အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ်၂၀၀၉..နှစ်၊ .စက်တင်ဘာ.လ၊ ..၂၉..ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား ၂၀၁၃..နှစ်၊ ..ဩဂုတ်.....လ၊ ၂၈...ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နန်းရီရီသန်း ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....921........ of 2009 - 2010

I hereby certify that the tenure of MYANMAR BEVERAGE COMPANY LIMITED ....incorporated under the Myanmar Companies Act on .... 29th SEPTEMBER, 2009 .... is renewed with effected from .... 28th AUGUST, 2013 ....

For Director General
(Nang Yi Yi Than, Director)
Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ...ဦးအောင်မော်သိန်း .(၁၂/မရက(နိုင်)၀၄၄၈၃၃)

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ .အမှတ်(၁၆)(အီး)၊ အဒရုမြင်းပြိုင်ကွင်းလမ်း၊.
.တာမွေမြို့နယ်၊ .ရန်ကုန်တိုင်းဒေသကြီး။.....

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ....၄၀၀၅၃၃၃၊ .၄၀၀၅၄၄..................

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း–.....................................
(၁) ဒေါ်မိုးမြတ်ဝင်း
၁၂/မရက(နိုင်)၀၄၄၈၃၄

မှတ်ချက် ။

(၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၂၉-၉-၂၀၁၃)မှ (၂၈-၉-၂၀၁၈)ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေးဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(မြင့်လွင် ၊ ဒုတိယညွှန်ကြားရေးမှူး)